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Attorneys for Defendant DHL Express (USA), Inc.

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF UTAH, CENTRAL DIVISION

GULF COAST SHIPPERS LIMITED
PARTNERSHIP, et al.,

Plaintiffs,

v.

DHL EXPRESS (USA), INC., an Ohio
corporation, et al.

Defendants.

**DHL EXPRESS (USA), INC.'S
FIRST AMENDED COUNTERCLAIMS**

Case No. 2:09-CV-221

Judge Dale A. Kimball

COUNTERCLAIMS

DHL Express (U.S.A.), Inc. ("DHL") asserts the following counterclaims against
all Defaulting Plaintiffs:

THE PARTIES

1. DHL is an Ohio Corporation with its principal place of business in Plantation, Florida. DHL is engaged in the business of providing pick-up and delivery services.

2. Unishippers Global Logistics, LLC (“Unishippers”) was a reseller of DHL’s services.

3. Upon information and belief, the Defaulting Plaintiffs are current and former franchisees of Unishippers.

4. Upon information and belief, Defaulting Plaintiffs established accounts with DHL under the name or names associated with their Unishippers franchises. DHL assigned account numbers to those shipping accounts.

5. Upon information and belief, plaintiff and counterclaim defendant Gulf Coast Shippers Limited Partnership (“Gulf Coast”), is a Louisiana limited partnership, with its principal place of business in the state of Louisiana.

6. Upon information and belief, plaintiff and counterclaim defendant 10YJ, L.L.C. (“10YJ”), is a Louisiana limited liability company, with its principal place of business in the state of Louisiana.

7. Upon information and belief, plaintiff and counterclaim defendant Advocate Logistics Group, Inc. (“Advocate”), is an Alabama corporation, with its principal place of business in the state of Alabama.

8. Upon information and belief, plaintiff and counterclaim defendant AEA Services, Inc. (“AEA”), is a Florida corporation, with its principal place of business in the state of Florida.

9. Upon information and belief, plaintiff and counterclaim defendant Air Express Couriers, Inc. (“Air Express”), is an Illinois corporation.

10. Upon information and belief, plaintiff and counterclaim defendant ALG Alabama, L.L.C. (“ALG Alabama”), is an Alabama limited liability company, with its principal place of business in the state of Alabama.

11. Upon information and belief, plaintiff and counterclaim defendant ALG Atlanta East, L.L.C. (“ALG Atlanta East”), is a Georgia limited liability company, with its principal place of business in the state of Alabama.

12. Upon information and belief, plaintiff and counterclaim defendant ALG Atlanta Metro, L.L.C. (“ALG Atlanta Metro”), is a Georgia limited liability company, with its principal place of business in the state of Alabama.

13. Upon information and belief, plaintiff and counterclaim defendant AMR Group, Inc. (“AMR”), is a Pennsylvania corporation, with its principal place of business in the state of Pennsylvania.

14. Upon information and belief, plaintiff and counterclaim defendant B & B Overnight, Inc. (“B & B”), is a Michigan corporation, with its principal place of business in the state of Michigan.

15. Upon information and belief, plaintiff and counterclaim defendant Bayer and Bayer, Inc. (“Bayer & Bayer”), is an Illinois corporation, with its principal place of business in the state of Illinois.

16. Upon information and belief, plaintiff and counterclaim defendant BD Logistics, Inc. (“BD Logistics”) is an Illinois corporation, with its principal place of business in the state of

Illinois. Based upon representations made by Plaintiffs in the context of their Motion for Leave to File Second Supplemental and Amended Complaint, BD Logistics is jointly liable for any relief awarded in DHL's favor on any of DHL's counterclaims stated herein against Mitchell & Dixon, Inc. Accordingly, all references to Mitchell & Dixon, Inc. hereafter shall also be deemed to refer to BD Logistics.

17. Upon information and belief, plaintiff and counterclaim defendant BMJ Logistics, Inc. ("BMJ"), is an Illinois corporation, with its principal place of business in the state of Illinois.

18. Upon information and belief, plaintiff and counterclaim defendant Boundless Logistics, Inc. ("Boundless"), is a Nevada corporation, with its principal place of business in the state of Nevada.

19. Upon information and belief, plaintiff and counterclaim defendant Buehler Companies, Inc. ("Buhler"), is a Michigan corporation, with its principal place of business in the state of Michigan.

20. Upon information and belief, plaintiff and counterclaim defendant Carnrock, Inc. ("Carnrock"), is an Illinois corporation, with its principal place of business in the state of Illinois.

21. Upon information and belief, plaintiff and counterclaim defendant Celcorp Carriers Inc. ("Celcorp"), is a Texas corporation, with its principal place of business in the state of Texas.

22. Upon information and belief, plaintiff and counterclaim defendant Central Coast Logistics, Inc. ("Central Coast Logistics"), is a California corporation, with its principal place of business in the state of California.

23. Upon information and belief, plaintiff and counterclaim defendant Central Gulf Coast Shipping, Inc. (“Central Gulf Coast”), is a Louisiana corporation, with its principal place of business in the state of Louisiana.

24. Upon information and belief, plaintiff and counterclaim defendant Central Jersey Shipping Solutions, L.L.C. (“Central Jersey”), is a New Jersey limited liability company, with its principal place of business in the state of New Jersey.

25. Upon information and belief, plaintiff and counterclaim defendant CKR Management, L.L.C. (“CKR”), is a Utah limited liability company, with its principal place of business in the state of North Carolina.

26. Upon information and belief, plaintiff and counterclaim defendant Commerce & Express, Inc. (“Commerce”), is a Mississippi corporation, with its principal place of business in the state of Mississippi.

27. Upon information and belief, plaintiffs and counterclaim defendants Lexington Express, Inc. (“Lexington Express”); Mississippi Express, Inc. (“Mississippi Express”); and Kentucky Express, Inc. (“Kentucky Express”) are Mississippi corporations, with their principal places of business in the state of Mississippi. Plaintiffs and counterclaim defendants Lexington Express; Mississippi Express; and Kentucky Express are wholly owned by plaintiff and counterclaim defendant Commerce

28. Upon information and belief, plaintiff and counterclaim defendant Complete Shipping Services, Inc. (“Complete Shipping”), is a Pennsylvania corporation, with its principal place of business in the state of Pennsylvania.

29. Upon information and belief, plaintiff and counterclaim defendant Cradduck Enterprises Inc. (“Cradduck”), is an Oklahoma corporation, with its principal place of business in the state of Oklahoma.

30. Upon information and belief, plaintiff and counterclaim defendant Creative Control, L.L.C. (“Creative”), is a Massachusetts limited liability company, with its principal place of business in the state of Massachusetts.

31. Upon information and belief, plaintiff and counterclaim defendant Curry, Inc. (“Curry”), is a Tennessee corporation, with its principal place of business in the state of Texas.

32. Upon information and belief, plaintiff and counterclaim defendant Dabar GP, L.L.C. (“Dabar”), is a Texas limited liability company, with its principal place of business in the state of Texas.

33. Upon information and belief, plaintiff and counterclaim defendant Dandrea, Inc. (“Dandrea”), is a Maine corporation, with its principal place of business in the state of Florida.

34. Upon information and belief, plaintiff and counterclaim defendant Diamond Logistics, L.L.C. (“Diamond”), is a Minnesota limited liability company, with its principal place of business in the state of Minnesota.

35. Upon information and belief, plaintiff and counterclaim defendant DJB Investments of Naples, Inc. (“DJB”), is a Florida corporation, with its principal place of business in the state of Florida.

36. Upon information and belief, plaintiff and counterclaim defendant DLS Consulting, Inc. (“DLS”), is a Texas corporation, with its principal place of business in the state of Texas.

37. Upon information and belief, plaintiff and counterclaim defendant DRC of Arkansas, Inc. (“DRC”), is an Arkansas corporation, with its principal place of business in the state of Arkansas.

38. Upon information and belief, plaintiff and counterclaim defendant Eagle’s Wings, Inc. (“Eagle’s Wings”), is a South Dakota corporation, with its principal place of business in the state of South Dakota.

39. Upon information and belief, plaintiff and counterclaim defendant El Paso Del Norte Transportation Services, Inc. (“El Paso”), is a Texas corporation, with its principal place of business in the state of Texas.

40. Upon information and belief, plaintiff and counterclaim defendant Essex Express, Inc. (“Essex”), is a Massachusetts corporation, with its principal place of business in the state of Massachusetts.

41. Upon information and belief, plaintiff and counterclaim defendant Express One, Inc. (“Express One”), is a Florida corporation, with its principal place of business in the state of Florida.

42. Upon information and belief, plaintiff and counterclaim defendant Express Shipments, Inc. (“Express Shipments”), is a New York corporation, with its principal place of business in the state of New York.

43. Upon information and belief, plaintiff and counterclaim defendant F & M Transport L.L.C. (“F & M”), is a New Jersey limited liability company, with its principal place of business in the state of New Jersey.

44. Upon information and belief, plaintiff and counterclaim defendant Fellowshippers, Inc. (“Fellowshippers”), is a Florida corporation, with its principal place of business in the state of Alabama.

45. Upon information and belief, plaintiff and counterclaim defendant Freight Consultants Group, Inc. (“Freight Consultants”), is a Florida corporation, with its principal place of business in the state of Florida.

46. Upon information and belief, plaintiff and counterclaim defendant H.C. Ware Company, Inc. (“H.C. Ware”), is a Mississippi corporation, with its principal place of business in the state of Mississippi.

47. Upon information and belief, plaintiff and counterclaim defendant Iowa Discount Shippers, Inc. (“Iowa Discount”), is an Iowa corporation, with its principal place of business in the state of Iowa.

48. Upon information and belief, plaintiff and counterclaim defendant J & D Logistics, Inc. (“J & D”), is an Iowa corporation, with its principal place of business in the state of Iowa.

49. Upon information and belief, plaintiff and counterclaim defendant Jasper Enterprises, Inc. (“Jasper”), is a Colorado corporation, with its principal place of business in the state of Colorado.

50. Upon information and belief, plaintiff and counterclaim defendant Jay Chamberlain (“Chamberlain”), is an Illinois resident who operates a sole proprietorship in the state of Illinois.

51. Upon information and belief, plaintiff and counterclaim defendant JBC Logistics, Inc. (“JBC”), is an Illinois corporation, with its principal place of business in the state of Illinois.

52. Upon information and belief, plaintiff and counterclaim defendant JFS Logistics, Inc. (“JFS”), is an Indiana corporation, with its principal place of business in the state of Indiana.

53. Upon information and belief, plaintiff and counterclaim defendant JMcLEExpress, Inc. (“JMcLEExpress”), is a California corporation, with its principal place of business in the state of California.

54. Upon information and belief, plaintiff and counterclaim defendant JMK (USA) Enterprises, Inc. (“JMK”), is a California corporation, with its principal place of business in the state of California.

55. Upon information and belief, plaintiff and counterclaim defendant Jubert Express, Inc. (“Jubert”), is a Virginia corporation, with its principal place of business in the state of Florida.

56. Upon information and belief, plaintiff and counterclaim defendant K & R Global, L.L.C. (“K & R”), is a Utah limited liability company, with its principal place of business in the state of Utah.

57. Upon information and belief, plaintiff and counterclaim defendant Kasel Enterprises, L.L.C. (“Kasel”), is a California limited liability company, with its principal place of business in the state of California.

58. Upon information and belief, plaintiff and counterclaim defendant KEBA Enterprises, Inc. (“KEBA”), is a California corporation, with its principal place of business in the state of California.

59. Upon information and belief, plaintiff and counterclaim defendant Keyroc Logistics, Inc. (“Keyroc”), is a California corporation, with its principal place of business in the state of California.

60. Upon information and belief, plaintiff and counterclaim defendant Lake Country Logistics, L.L.C. (“Lake”), is a Minnesota limited liability company with its principal place of business in the state of Minnesota.

61. Upon information and belief, plaintiff and counterclaim defendant Landshire Development Corp. (“Landshire”), is a Utah corporation, with its principal place of business in the state of Texas.

62. Upon information and belief, plaintiff and counterclaim defendant LKO Enterprises, Inc. (“LKO”), is a Massachusetts corporation, with its principal place of business in the state of Massachusetts.

63. Upon information and belief, plaintiff and counterclaim defendant Manatee Management and Marketing, Inc. (“Manatee”), is a Florida corporation, with its principal place of business in the state of Florida.

64. Upon information and belief, plaintiff and counterclaim defendant MDC Express, Inc. (“MDC”), is a Florida corporation, with its principal place of business in the state of Florida.

65. Upon information and belief, plaintiff and counterclaim defendant Mercari, Inc. (“Mercari”), is a California corporation, with its principal place of business in the state of California.

66. Upon information and belief, plaintiff and counterclaim defendant Michael C. Little (“Little”), is a Florida resident who operates a sole proprietorship in the state of South Carolina.

67. Upon information and belief, plaintiff and counterclaim defendant Mid Atlantic Shipping Solutions, L.L.C. (“Mid Atlantic”), is a New Jersey limited liability company, with its principal place of business in the state of New Jersey.

68. Upon information and belief, plaintiff and counterclaim defendant Midway Shippers, Inc., (“Midway”) is an Illinois corporation, with its principal place of business in the state of Illinois.

69. Upon information and belief, plaintiff and counterclaim defendant Mijo Logistics, L.L.C. (“Mijo”), is a Virginia limited liability company, with its principal place of business in the state of Virginia.

70. Upon information and belief, plaintiff and counterclaim defendant Mitchell & Dixon, Inc. (“Mitchell & Dixon”), is an Iowa corporation, with its principal place of business in the state of Tennessee.

71. Upon information and belief, plaintiff and counterclaim defendant Montana Global Logistics, L.L.C. (“Montana Global”), is a Montana limited liability company, with its principal place of business in the state of Montana.

72. Upon information and belief, plaintiff and counterclaim defendant Morning Star Associates, Inc. (“Morning Star”), is a Georgia corporation, with its principal place of business in the state of Georgia.

73. Upon information and belief, plaintiff and counterclaim defendant MT Shipping, Inc. (“MT Shipping”), is an Arkansas corporation, with its principal place of business in the state of Arkansas.

74. Upon information and belief, plaintiff and counterclaim defendant Mullen & Associates, Inc. (“Mullen”), is a Texas corporation, with its principal place of business in the state of Texas.

75. Upon information and belief, plaintiff and counterclaim defendant OK Shippers, Inc. (“OK Shippers”), is an Oklahoma corporation, with its principal place of business in the state of Oklahoma.

76. Upon information and belief, plaintiff and counterclaim defendant Performance Logistics Group, Inc. (“Performance Logistics”), is a Colorado corporation, with its principal place of business in the state of Colorado.

77. Upon information and belief, plaintiff and counterclaim defendant QSI Sales, L.L.C. (“QSI”) is a Minnesota limited liability company with its principal place of business in the state of Minnesota; it is wholly owned by plaintiff and counterclaim defendant Lake.

78. Upon information and belief, plaintiff and counterclaim defendant Rabbits, Inc. (“Rabbits”), is a Louisiana corporation, with its principal place of business in the state of Louisiana.

79. Upon information and belief, plaintiff and counterclaim defendant RAV, Inc. (“RAV”), is an Illinois corporation, with its principal place of business in the state of Illinois.

80. Upon information and belief, plaintiff and counterclaim defendant RedOak Shipping Services, L.L.C. (“RedOak Shipping”), is an Oregon limited liability company, with its principal place of business in the state of Oregon.

81. Upon information and belief, plaintiff and counterclaim defendant RedOak Shipping Services of Oakland, L.L.C. (“RedOak Shipping of Oakland”), is a California limited liability company, with its principal place of business in the state of California.

82. Upon information and belief, plaintiff and counterclaim defendant Reid Brothers, Inc. (“Reid Bros.”), is a Tennessee corporation, with its principal place of business in the state of Tennessee.

83. Upon information and belief, plaintiff and counterclaim defendant Roberts Freight Consultants, Inc. (“Roberts”), is a California corporation, with its principal place of business in the state of California.

84. Upon information and belief, plaintiff and counterclaim defendant Rock Solid Logistics, Inc. (“Rock Solid”), is a Michigan corporation, with its principal place of business in the state of Michigan.

85. Upon information and belief, plaintiff and counterclaim defendant San Jose Shippers, Inc. (“San Jose”), is a California corporation, with its principal place of business in the state of California.

86. Upon information and belief, plaintiff and counterclaim defendant Sankey & Jensen, Inc. (“Sankey”), is an Iowa corporation, with its principal place of business in the state of Illinois.

87. Upon information and belief, plaintiff and counterclaim defendant Ship4Less, L.L.C. (“Ship4Less”) is a Nevada limited liability company with its principal place of business in the state of Nevada; it is wholly owned by plaintiff and counterclaim defendant Kasel.

88. Upon information and belief, plaintiff and counterclaim defendant Shipping Services Boise, L.L.C. (“Shipping Services Boise”), is a Nevada limited liability company, with its principal place of business in the state of Ohio.

89. Upon information and belief, plaintiff and counterclaim defendant Shipping Services Indiana, L.L.C. (“Shipping Services Indiana”), is an Indiana limited liability company, with its principal place of business in the state of Ohio.

90. Upon information and belief, plaintiff and counterclaim defendant Shipping Services Ohio, L.L.C. (“Shipping Services Ohio”), is an Ohio limited liability company, with its principal place of business in the state of Ohio.

91. Upon information and belief, plaintiff and counterclaim defendant Southern Express International, Inc. (“Southern Express”), is a California corporation, with its principal place of business in the state of California.

92. Upon information and belief, plaintiff and counterclaim defendant Southern Shipping & Logistics, Inc. (“Southern Shipping”), is an Alabama corporation, with its principal place of business in the state of Alabama.

93. Upon information and belief, plaintiff and counterclaim defendant Spectrum Development Group, Inc. (“Spectrum”), is an Indiana corporation, with its principal place of business in the state of Michigan.

94. Upon information and belief, plaintiff and counterclaim defendant Spirit Transport, L.L.C. (“Spirit”), is a Georgia limited liability company, with its principal place of business in the state of Alabama.

95. Upon information and belief, plaintiff and counterclaim defendant SR Logistics, Inc. (“SR Logistics”), is an Illinois corporation, with its principal place of business in the state of Illinois.

96. Upon information and belief, plaintiff and counterclaim defendant Stanley E Jones (“Jones”), is an Illinois resident who operates a sole proprietorship in the state of Illinois.

97. Upon information and belief, plaintiff and counterclaim defendant Steed & Harrington, L.L.C. (“Steed”), is a Michigan limited liability company, with its principal place of business in the state of Michigan.

98. Upon information and belief, plaintiff and counterclaim defendant Success Enterprises GP (“Success”), is a Kansas general partnership, with its principal place of business in the state of Kansas.

99. Upon information and belief, plaintiff and counterclaim defendant Suncoast Shippers, Inc. (“Suncoast”), is a Florida corporation, with its principal place of business in the state of Florida.

100. Upon information and belief, plaintiff and counterclaim defendant Synergistics Management, LLC (“Synergistics”) is a Minnesota corporation, with its principal place of business in the state of Minnesota; it is wholly owned by plaintiff and counterclaim defendant Lake.

101. Upon information and belief, plaintiff and counterclaim defendant Syracuse Shippers, Inc. (“Syracuse Shippers”), is a New York corporation, with its principal place of business in the state of New York.

102. Upon information and belief, plaintiff and counterclaim defendant The Video Co, Inc. (“Video Co.”), is a Utah corporation, with its principal place of business in the state of Hawaii.

103. Upon information and belief, plaintiff and counterclaim defendant Transource, Inc. (“Transource”), is a Pennsylvania corporation, with its principal place of business in the state of Pennsylvania.

104. Upon information and belief, plaintiff and counterclaim defendant Transworld Consulting Services of Albany, L.L.C. (“Transworld of Albany”), is a New York limited liability company, with its principal place of business in the state of New York.

105. Upon information and belief, plaintiff and counterclaim defendant Transworld Consulting Services of Syracuse, L.L.C. (“Transworld of Syracuse”), is a New York limited liability company, with its principal place of business in the state of Massachusetts.

106. Upon information and belief, plaintiff and counterclaim defendant Transworld Consulting Services of Westchester, Inc. (“Transworld of Westchester”), is a New York corporation, with its principal place of business in the state of New York.

107. Upon information and belief, plaintiff and counterclaim defendant TRB Group, Inc. (“TRB”), is a Missouri corporation, with its principal place of business in the state of Missouri.

108. Upon information and belief, plaintiff and counterclaim defendant United Shippers Association, Inc. (“United Shippers Association”), is a Delaware corporation, with its principal place of business in the state of Florida.

109. Upon information and belief, plaintiff and counterclaim defendant United Shippers, Inc. (“United Shippers”), is a New Jersey corporation, with its principal place of business in the state of New York.

110. Upon information and belief, plaintiff and counterclaim defendant United Shippers Northside, Inc. (“United Shippers Northside”), is a New Jersey corporation, with its principal place of business in the state of New York..

111. Upon information and belief, plaintiff and counterclaim defendant United Shippers of Suffolk, Inc. (“United Shippers Suffolk”), is a New Jersey corporation, with its principal place of business in the state of New York.

112. Upon information and belief, plaintiff and counterclaim defendant Vermont Shipping Co., L.L.C. (“Vermont Shipping”), is a Vermont limited liability company, with its principal place of business in the state of Vermont.

113. Upon information and belief, plaintiff and counterclaim defendant W.W.S. & Associates, Inc. (“WWS”), is a Texas corporation, with its principal place of business in the state of Texas.

114. Upon information and belief, plaintiff and counterclaim defendant Washington Partners, Ltd. (“Washington Partners”), is a Utah limited partnership, with its principal place of business in the state of Washington.

115. Upon information and belief, plaintiff and counterclaim defendant Western Shipping Group, Inc. (“Western Shipping”), is a Louisiana corporation, with its principal place of business in the state of Louisiana.

116. Upon information and belief, plaintiff and counterclaim defendant Wolstad Management, Inc. (“Wolstad”), is a Washington corporation, with its principal place of business in the state of Washington.

117. Upon information and belief, plaintiff and counterclaim defendant Zip Ship, Inc. (“Zip Ship”), is a Massachusetts corporation, with its principal place of business in the state of Massachusetts.

118. Plaintiffs referenced in paragraphs 5-117 shall hereafter be collectively referred to as “Defaulting Plaintiffs.”

GENERAL BACKGROUND

119. DHL is an air and ground shipping company that, along with its affiliated companies, operates a global delivery network in over 220 countries and territories. To assist with its sales and support functions, DHL uses resellers to market and sell DHL shipping services. Unishippers was one of the largest resellers of DHL services and has numerous franchisees throughout the United States.

120. Unishippers and DHL are parties to a National Account Agreement dated September 21, 1994, which was originally between Airborne Freight Corporation (“Airborne”) and Unishippers Association, Inc., DHL’s and Unishippers’ respective predecessors under the agreement. The National Account Agreement was modified pursuant to a Reseller Agreement dated October 6, 2008 entered into by and between DHL and Unishippers.

121. The Reseller Agreement provides that DHL will invoice Unishippers and its franchisees for shipments provided to their customers, and that Unishippers and its franchisees will remit payment directly to DHL, with payments due 30 days after invoice date.

DHL CEASES DOMESTIC SHIPPING

122. In the fall of 2008, due to competitive forces and continuing and severe downturns in the U.S. market, DHL made an extremely difficult decision to discontinue domestic U.S. shipping, while continuing its international shipping business. On or about November 10, 2008, DHL notified Unishippers, its other resellers, and its direct customers that it would no longer be providing domestic shipping, effective December 10, 2008. DHL also agreed to accommodate its international customers by handling their domestic shipments through January 30, 2009, to the extent feasible. This accommodation was made in the hope of retaining DHL's critical international customers, but also because the vast majority of these customers were located in high-volume areas where DHL would still maintain extensive infrastructure, agents, and trucking routes to service its core international shipping business.

123. Also, on November 10, DHL advised Unishippers that it was terminating the Reseller Agreement pursuant to section 6.03, which allowed termination upon 180 days' notice. DHL, alternatively, terminated the Reseller Agreement under section 6.02, which allowed DHL to terminate upon 180 days' notice if Unishippers had entered into a reseller agreement with a competitor. As it turned out, Unishippers had, in fact, entered into a reseller agreement with a DHL competitor, UPS, on or about October 22, 2008. The effective date of DHL's termination was May 4, 2009, but when Unishippers disagreed with DHL's calculation of the 180 days' notice, DHL extended the termination to May 10, 2009.

124. The wind-down of domestic shipping involved closing many of DHL's stations and trucking routes, and terminating ground transportation agreements around the country. In addition, DHL expected that the wind-down of its domestic shipping operations would result in the reduction of some 9,500 U.S. jobs in addition to the 5,400 positions already reduced in 2008. In short, the decision to cease domestic operations was not an easy one and was made with careful consideration.

DEFAULTING PLAINTIFFS' REFUSAL TO PAY ACCOUNTS

125. Defaulting Plaintiffs and their customers continued to tender packages for shipment via DHL after November 10, 2008, with instructions to charge their respective accounts.

126. DHL continued to pick up and/or deliver those shipments.

127. For the shipping services provided them by DHL, Defaulting Plaintiffs gave DHL instructions and authorization to charge their respective accounts.

128. DHL invoiced Defaulting Plaintiffs as authorized and instructed for those shipments.

129. Defaulting Plaintiffs did not dispute the account balances shown on their invoices.

130. Defaulting Plaintiffs, however, have failed and refused to pay these amounts within the 30 days required under the Reseller Agreement. In fact, Defaulting Plaintiffs have refused to make any payments since December 13, 2008.

FIRST COUNTERCLAIM CAUSE OF ACTION **For Breach of Contract**

131. DHL realleges and incorporates by reference the allegations set forth in paragraphs 1 through 130 above.

132. Each instance that DHL performed pick-up and/or delivery services on behalf of each plaintiff/counterclaim defendant constitutes a contract between the parties. The contract obligates plaintiffs/counterclaim defendants to pay DHL an agreed-upon price for its services picking-up and/or delivering each letter and/or package on behalf of the plaintiff/counterclaim defendant. These contracts further obligate plaintiffs/counterclaim defendants to remit payment for the services rendered upon receipt of an invoice.

133. Gulf Coast materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$351,403 of services provided by DHL. There is now due, owing and unpaid from Gulf Coast to DHL the sum of at least \$351,403 in principal for services provided to Gulf Coast by DHL.

134. 10YJ materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$345,813 of services provided by DHL. There is now due, owing and unpaid from 10YJ to DHL the sum of at least \$345,813 in principal for services provided to 10YJ by DHL.

135. Advocate materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$188,578 of services provided by DHL. There is now due, owing and unpaid from Advocate to DHL the sum of at least \$188,578 in principal for services provided to Advocate by DHL.

136. AEA materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$505,052 of services provided by DHL. There is now due, owing and unpaid from AEA to DHL the sum of at least \$505,052 in principal for services provided to AEA by DHL.

137. Air Express materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$5,677 of services provided by DHL. There is now due, owing and unpaid from Air Express to DHL the sum of at least \$5,677 in principal for services provided to Air Express by DHL.

138. ALG Alabama materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$26,578 of services provided by DHL. There is now due, owing and unpaid from ALG Alabama to DHL the sum of at least \$26,578 in principal for services provided to ALG Alabama by DHL.

139. ALG Atlanta East materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$607 of services provided by DHL. There is now due, owing and unpaid from ALG Atlanta East to DHL the sum of at least \$607 in principal for services provided to ALG Atlanta East by DHL.

140. ALG Atlanta Metro materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$104,689 of services provided by DHL. There is now due, owing and unpaid from ALG Atlanta Metro to DHL the sum of at least \$104,689 in principal for services provided to ALG Atlanta Metro by DHL.

141. AMR materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$5,060 of services provided by DHL. There is now due, owing and unpaid from AMR to DHL the sum of at least \$5,060 in principal for services provided to AMR by DHL.

142. B & B materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$21,484 of services provided by DHL. There is now

due, owing and unpaid from B & B to DHL the sum of at least \$21,484 in principal for services provided to B & B by DHL.

143. Bayer & Bayer materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$7,301 of services provided by DHL. There is now due, owing and unpaid from Bayer & Bayer to DHL the sum of at least \$7,301 in principal for services provided to Bayer & Bayer by DHL.

144. BMJ materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$77,998 of services provided by DHL. There is now due, owing and unpaid from BMJ to DHL the sum of at least \$77,998 in principal for services provided to BMJ by DHL.

145. Boundless materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$9,322 of services provided by DHL. There is now due, owing and unpaid from Boundless to DHL a sum of at least \$9,322 in principal for services provided to Boundless by DHL.

146. Buehler materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$39,032 of services provided by DHL. There is now due, owing and unpaid from Buehler to DHL the sum of at least \$39,032 in principal for services provided to Buehler by DHL.

147. Carnrock materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$191 of services provided by DHL. There is now due, owing and unpaid from Carnrock to DHL the sum of at least \$191 in principal for services provided to Carnrock by DHL.

148. Celcorp materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$62,421 of services provided by DHL. There is now due, owing and unpaid from Celcorp to DHL a sum of at least \$62,421 in principal for services provided to Celcorp by DHL.

149. Central Coast Logistics materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$41,527 of services provided by DHL. There is now due, owing and unpaid from Central Coast Logistics to DHL the sum of at least \$41,527 in principal for services provided to Central Coast Logistics by DHL.

150. Central Gulf Coast materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$92,284 of services provided by DHL. There is now due, owing and unpaid from Central Gulf Coast to DHL the sum of at least \$92,284 in principal for services provided to Central Gulf Coast by DHL.

151. Central Jersey materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$21,607 of services provided by DHL. There is now due, owing and unpaid from Central Jersey to DHL the sum of at least \$21,607 in principal for services provided to Central Jersey by DHL.

152. CKR materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$94,595 of services provided by DHL. There is now due, owing and unpaid from CKR to DHL the sum of at least \$94,595 in principal for services provided to CKR by DHL.

153. Commerce materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$7,126 for services provided by DHL. There is

now due, owing and unpaid from Commerce to DHL a sum of at least \$7,126 in principal for services provided to Commerce by DHL.

154. Lexington Express materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$6,868 for services provided by DHL. There is now due, owing and unpaid from Lexington Express to DHL a sum of at least \$6,868 in principal for services provided to Lexington Express by DHL.

155. Mississippi Express materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$47 for services provided by DHL. There is now due, owing and unpaid from Mississippi Express to DHL a sum of at least \$47 in principal for services provided to Mississippi Express by DHL.

156. Kentucky Express materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$211 for services provided by DHL. There is now due, owing and unpaid from Kentucky Express to DHL a sum of at least \$211 in principal for services provided to Kentucky Express by DHL.

157. Complete Shipping materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$100,766 of services provided by DHL. There is now due, owing and unpaid from Complete Shipping to DHL the sum of at least \$100,766 in principal for services provided to Complete Shipping by DHL.

158. Cradduck materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$50,656 of services provided by DHL. There is now due, owing and unpaid from Cradduck to DHL the sum of at least \$50,656 in principal for services provided to Cradduck by DHL.

159. Creative materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$93,218 of services provided by DHL. There is now due, owing and unpaid from Creative to DHL the sum of at least \$93,218 in principal for services provided to Creative by DHL.

160. Curry materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$48,318 of services provided by DHL. There is now due, owing and unpaid from Curry to DHL the sum of at least \$48,318 in principal for services provided to Curry by DHL.

161. Dabar materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$559,577 of services provided by DHL. There is now due, owing and unpaid from Dabar to DHL the sum of at least \$559,577 in principal for services provided to Dabar by DHL.

162. Dandrea materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$55,897 of services provided by DHL. There is now due, owing and unpaid from Dandrea to DHL the sum of at least \$55,897 in principal for services provided to Dandrea by DHL.

163. Diamond materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$133 of services provided by DHL. There is now due, owing and unpaid from Diamond to DHL the sum of at least \$133 in principal for services provided to Diamond by DHL.

164. DJB materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$67,900 of services provided by DHL. There is now

due, owing and unpaid from DJB to DHL the sum of at least \$67,900 in principal for services provided to DJB by DHL.

165. DLS materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$1,073 of services provided by DHL. There is now due, owing and unpaid from DLS to DHL the sum of at least \$1,073 in principal for services provided to DLS by DHL.

166. DRC materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$97,096 of services provided by DHL. There is now due, owing and unpaid from DRC to DHL the sum of at least \$97,096 in principal for services provided to DRC by DHL.

167. Eagle's Wings materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$1,984 of services provided by DHL. There is now due, owing and unpaid from Eagle's Wings to DHL the sum of at least \$1,984 in principal for services provided to Eagle's Wings by DHL.

168. El Paso materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$10,134 of services provided by DHL. There is now due, owing and unpaid from El Paso to DHL the sum of at least \$10,134 in principal for services provided to El Paso by DHL.

169. Essex materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$1,279 of services provided by DHL. There is now due, owing and unpaid from Essex to DHL the sum of at least \$1,279 in principal for services provided to Essex by DHL.

170. Express One materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$161,311 of services provided by DHL. There is now due, owing and unpaid from Express One to DHL the sum of at least \$161,311 in principal for services provided to Express One by DHL.

171. Express Shipments materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$2,428 of services provided by DHL. There is now due, owing and unpaid from Express Shipments to DHL the sum of at least \$2,428 in principal for services provided to Express Shipments by DHL.

172. F & M materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$1,022 of services provided by DHL. There is now due, owing and unpaid from F & M to DHL the sum of at least \$1,022 in principal for services provided to F & M by DHL.

173. Fellowshippers materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$46,882 of services provided by DHL. There is now due, owing and unpaid from Fellowshippers to DHL the sum of at least \$46,882 in principal for services provided to Fellowshippers by DHL.

174. Freight Consultants materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$41,635 of services provided by DHL. There is now due, owing and unpaid from Freight Consultants to DHL the sum of at least \$41,635 in principal for services provided to Freight Consultants by DHL.

175. H.C. Ware materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$87,235 of services provided by DHL. There is

now due, owing and unpaid from H.C. Ware to DHL the sum of at least \$87,235 in principal for services provided to H.C. Ware by DHL.

176. Iowa Discount materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$98,593 of services provided by DHL. There is now due, owing and unpaid from Iowa Discount to DHL the sum of at least \$98,593 in principal for services provided to Iowa Discount by DHL.

177. J & D materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$48,701 of services provided by DHL. There is now due, owing and unpaid from J & D to DHL the sum of at least \$48,701 in principal for services provided to J & D by DHL.

178. Jasper materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$5,624 of services provided by DHL. There is now due, owing and unpaid from Jasper to DHL the sum of at least \$5,624 in principal for services provided to Jasper by DHL.

179. Chamberlain materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$50,491 of services provided by DHL. There is now due, owing and unpaid from Chamberlain to DHL the sum of at least \$50,491 in principal for services provided to Chamberlain by DHL.

180. JBC materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$78,056 of services provided by DHL. There is now due, owing and unpaid from JBC to DHL the sum of at least \$78,056 in principal for services provided to JBC by DHL.

181. JFS materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$12,975 of services provided by DHL. There is now due, owing and unpaid from JFS to DHL the sum of at least \$12,975 in principal for services provided to JFS by DHL.

182. JMcLEExpress materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$10,273 of services provided by DHL. There is now due, owing and unpaid from JMcLEExpress to DHL the sum of at least \$10,273 in principal for services provided to JMcLEExpress by DHL.

183. JMK materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$98,986 of services provided by DHL. There is now due, owing and unpaid from JMK to DHL the sum of at least \$98,986 in principal for services provided to JMK by DHL.

184. Jubert materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$131,095 of services provided by DHL. There is now due, owing and unpaid from Jubert to DHL the sum of at least \$131,095 in principal for services provided to Jubert by DHL.

185. K & R materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$462 of services provided by DHL. There is now due, owing and unpaid from K & R to DHL the sum of at least \$462 in principal for services provided to K & R by DHL.

186. Kasel materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$226,736 of services provided by DHL. There is now

due, owing and unpaid from Kasel to DHL the sum of at least \$226,736 in principal for services provided to Kasel by DHL.

187. KEBA materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$118,696 of services provided by DHL. There is now due, owing and unpaid from KEBA to DHL the sum of at least \$118,696 in principal for services provided to KEBA by DHL.

188. Keyroc materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$14,587 of services provided by DHL. There is now due, owing and unpaid from Keyroc to DHL the sum of at least \$14,587 in principal for services provided to Keyroc by DHL.

189. Lake materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$98,173 for services provided by DHL. There is now due, owing and unpaid from Lake to DHL a sum of at least \$98,173 in principal for services provided to Lake by DHL.

190. Landshire materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$264,538 of services provided by DHL. There is now due, owing and unpaid from Landshire to DHL the sum of at least \$264,538 in principal for services provided to Landshire by DHL.

191. LKO materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$89 of services provided by DHL. There is now due, owing and unpaid from LKO to DHL the sum of at least \$89 in principal for services provided to LKO by DHL.

192. Manatee materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$28,124 of services provided by DHL. There is now due, owing and unpaid from Manatee to DHL the sum of at least \$28,124 in principal for services provided to Manatee by DHL.

193. MDC materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$163,857 of services provided by DHL. There is now due, owing and unpaid from MDC to DHL the sum of at least \$163,857 in principal for services provided to MDC by DHL.

194. Mercari materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$109,560 of services provided by DHL. There is now due, owing and unpaid from Mercari to DHL the sum of at least \$109,560 in principal for services provided to Mercari by DHL.

195. Little materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$114,541 of services provided by DHL. There is now due, owing and unpaid from Little to DHL the sum of at least \$114,541 in principal for services provided to Little by DHL.

196. Mid Atlantic materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$109,363 of services provided by DHL. There is now due, owing and unpaid from Mid Atlantic to DHL the sum of at least \$109,363 in principal for services provided to Mid Atlantic by DHL.

197. Midway materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$378 of services provided by DHL. There is

now due, owing and unpaid from Midway to DHL the sum of at least \$378 in principal for services provided to Midway by DHL.

198. Mijo materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$62,439 of services provided by DHL. There is now due, owing and unpaid from Mijo to DHL the sum of at least \$62,439 in principal for services provided to Mijo by DHL.

199. Mitchell & Dixon materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$48,440 of services provided by DHL. There is now due, owing and unpaid from Mitchell & Dixon to DHL the sum of at least \$48,440 in principal for services provided to Mitchell & Dixon by DHL.

200. Montana Global materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$34,182 of services provided by DHL. There is now due, owing and unpaid from Montana Global to DHL the sum of at least \$34,182 in principal for services provided to Montana Global by DHL.

201. Morning Star materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$179,577 of services provided by DHL. There is now due, owing and unpaid from Morning Star to DHL the sum of at least \$179,577 in principal for services provided to Morning Star by DHL.

202. MT Shipping materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$11,706 of services provided by DHL. There is now due, owing and unpaid from MT Shipping to DHL the sum of at least \$11,706 in principal for services provided to MT Shipping by DHL.

203. Mullen materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$11,384 of services provided by DHL. There is now due, owing and unpaid from Mullen to DHL the sum of at least \$11,384 in principal for services provided to Mullen by DHL.

204. OK Shippers materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$9,775 of services provided by DHL. There is now due, owing and unpaid from OK Shippers to DHL the sum of at least \$9,775 in principal for services provided to OK Shippers by DHL.

205. Performance Logistics materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$72,197 of services provided by DHL. There is now due, owing and unpaid from Performance Logistics to DHL the sum of at least \$72,197 in principal for services provided to Performance Logistics by DHL.

206. QSI materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$73,601 of services provided by DHL. There is now due, owing and unpaid from QSI to DHL the sum of at least \$73,601 in principal for services provided to QSI by DHL.

207. Rabbits materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$47,126 of services provided by DHL. There is now due, owing and unpaid from Rabbits to DHL the sum of at least \$47,126 in principal for services provided to Rabbits by DHL.

208. RAV materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$9,776 of services provided by DHL. There is now

due, owing and unpaid from RAV to DHL the sum of at least \$9,776 in principal for services provided to RAV by DHL.

209. RedOak Shipping of Oakland materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$358,813 of services provided by DHL. There is now due, owing and unpaid from RedOak Shipping of Oakland to DHL the sum of at least \$358,813 in principal for services provided to RedOak Shipping of Oakland by DHL.

210. RedOak Shipping materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$75,381 of services provided by DHL. There is now due, owing and unpaid from RedOak Shipping to DHL the sum of at least \$75,381 in principal for services provided to RedOak Shipping by DHL.

211. Reid Bros. materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$53,689 of services provided by DHL. There is now due, owing and unpaid from Reid Bros. to DHL the sum of at least \$53,689 in principal for services provided to Reid Bros. by DHL.

212. Roberts materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$104,924 of services provided by DHL. There is now due, owing and unpaid from Roberts to DHL the sum of at least \$104,924 in principal for services provided to Roberts by DHL.

213. Rock Solid materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$60,947 of services provided by DHL. There is

now due, owing and unpaid from Rock Solid to DHL the sum of at least \$60,947 in principal for services provided to Rock Solid by DHL.

214. San Jose materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$84,916 of services provided by DHL. There is now due, owing and unpaid from San Jose to DHL the sum of at least \$84,916 in principal for services provided to San Jose by DHL.

215. Sankey materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$1,805 of services provided by DHL. There is now due, owing and unpaid from Sankey to DHL the sum of at least \$1,805 in principal for services provided to Sankey by DHL.

216. Shipping Services Boise materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$12,066 of services provided by DHL. There is now due, owing and unpaid from Shipping Services Boise to DHL a sum of at least \$12,066 in principal for services provided to Shipping Services Boise by DHL.

217. Shipping Services Indiana materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$4,660 of services provided by DHL. There is now due, owing and unpaid from Shipping Services Indiana to DHL the sum of at least \$4,660 in principal for services provided to Shipping Services Indiana by DHL.

218. Shipping Services Ohio materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$13,462 of services provided by DHL. There is now due, owing and unpaid from Shipping Services Ohio to DHL the sum of at least \$13,462 in principal for services provided to Shipping Services Ohio by DHL.

219. Ship4Less materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$52,153 of services provided by DHL. There is now due, owing and unpaid from Ship4Less to DHL the sum of at least \$52,153 in principal for services provided to Ship4Less by DHL.

220. Southern Express materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$302,778 of services provided by DHL. There is now due, owing and unpaid from Southern Express to DHL the sum of at least \$302,778 in principal for services provided to Southern Express by DHL.

221. Southern Shipping materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$35,079 of services provided by DHL. There is now due, owing and unpaid from Southern Shipping to DHL the sum of at least \$35,079 in principal for services provided to Southern Shipping by DHL.

222. Spectrum materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$20,415 of services provided by DHL. There is now due, owing and unpaid from Spectrum to DHL the sum of at least \$20,415 in principal for services provided to Spectrum by DHL.

223. Spirit materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$12,327 of services provided by DHL. There is now due, owing and unpaid from Spirit to DHL the sum of at least \$12,327 in principal for services provided to Spirit by DHL.

224. SR Logistics materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$34,175 of services provided by DHL. There is

now due, owing and unpaid from SR Logistics to DHL the sum of at least \$34,175 in principal for services provided to SR Logistics by DHL.

225. Jones materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$82,958 of services provided by DHL. There is now due, owing and unpaid from Jones to DHL the sum of at least \$82,958 in principal for services provided to Jones by DHL.

226. Steed materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$58,005 of services provided by DHL. There is now due, owing and unpaid from Steed to DHL the sum of at least \$58,005 in principal for services provided to Steed by DHL.

227. Success materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$6,496 of services provided by DHL. There is now due, owing and unpaid from Success to DHL the sum of at least \$6,496 in principal for services provided to Success by DHL.

228. Suncoast materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$43,737 of services provided by DHL. There is now due, owing and unpaid from Suncoast to DHL the sum of at least \$43,737 in principal for services provided to Suncoast by DHL.

229. Synergistics materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$18,863 of services provided by DHL. There is now due, owing and unpaid from Synergistics to DHL the sum of at least \$18,863 in principal for services provided to Synergistics by DHL.

230. Syracuse Shippers materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$8,410 of services provided by DHL. There is now due, owing and unpaid from Syracuse Shippers to DHL the sum of at least \$8,410 in principal for services provided to Syracuse Shippers by DHL.

231. Video Co. materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$31,106 of services provided by DHL. There is now due, owing and unpaid from Video Co. to DHL the sum of at least \$31,106 in principal for services provided to Video Co. by DHL.

232. Transource materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$84,217 of services provided by DHL. There is now due, owing and unpaid from Transource to DHL the sum of at least \$84,217 in principal for services provided to Transource by DHL.

233. Transworld of Albany materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$2,893 of services provided by DHL. There is now due, owing and unpaid from Transworld of Albany to DHL the sum of at least \$2,893 in principal for services provided to Transworld of Albany by DHL.

234. Transworld of Syracuse materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$269,220 of services provided by DHL. There is now due, owing and unpaid from Transworld of Syracuse to DHL the sum of at least \$269,220 in principal for services provided to Transworld of Syracuse by DHL.

235. Transworld of Westchester materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$34,411 of services

provided by DHL. There is now due, owing and unpaid from Transworld of Westchester to DHL the sum of at least \$34,411 in principal for services provided to Transworld of Westchester by DHL.

236. TRB materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$1,728 of services provided by DHL. There is now due, owing and unpaid from TRB to DHL the sum of at least \$1,728 in principal for services provided to TRB by DHL.

237. United Shippers Association materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$29,325 of services provided by DHL. There is now due, owing and unpaid from United Shippers Association to DHL the sum of at least \$29,325 in principal for services provided to United Shippers Association by DHL.

238. United Shippers Northside materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$4,428 of services provided by DHL. There is now due, owing and unpaid from United Shippers Northside to DHL the sum of at least \$4,428 in principal for services provided to United Shippers Northside by DHL.

239. United Shippers Suffolk materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$5,138 of services provided by DHL. There is now due, owing and unpaid from United Shippers Suffolk to DHL the sum of at least \$5,138 in principal for services provided to United Shippers Suffolk by DHL.

240. United Shippers materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$2,414 of services provided by DHL.

There is now due, owing and unpaid from United Shippers to DHL the sum of at least \$2,414 in principal for services provided to United Shippers by DHL.

241. Vermont Shipping materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$196,904 of services provided by DHL. There is now due, owing and unpaid from Vermont Shipping to DHL the sum of at least \$196,904 in principal for services provided to Vermont Shipping by DHL.

242. WWS materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$57,092 of services provided by DHL. There is now due, owing and unpaid from WWS to DHL the sum of at least \$57,092 in principal for services provided to WWS by DHL.

243. Washington Partners materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$19,284 of services provided by DHL. There is now due, owing and unpaid from Washington Partners to DHL the sum of at least \$19,284 in principal for services provided to Washington Partners by DHL.

244. Western Shipping materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$49,969 of services provided by DHL. There is now due, owing and unpaid from Western Shipping to DHL the sum of at least \$49,969 in principal for services provided to Western Shipping by DHL.

245. Wolstad materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$33,666 of services provided by DHL. There is now due, owing and unpaid from Wolstad to DHL the sum of at least \$33,666 in principal for services provided to Wolstad by DHL.

246. Zip Ship materially breached, and continues to materially breach, its contracts with DHL by failing to pay invoices for at least \$244,283 of services provided by DHL. There is now due, owing and unpaid from Zip Ship to DHL the sum of at least \$244,283 in principal for services provided to Zip Ship by DHL.

SECOND COUNTERCLAIM CAUSE OF ACTION
For Account Stated

247. DHL realleges and incorporates by reference the allegations set forth in paragraphs 1 through 246 above.

248. An account was stated in written invoices by and between DHL and Gulf Coast, on which account a balance of at least \$351,404 is due to DHL from Gulf Coast. Gulf Coast never objected to these invoices and, although DHL has demanded that Gulf Coast pay such amount, Gulf Coast has failed and refused to pay. There is now past due, owing, and unpaid from Gulf Coast to DHL the sum of at least \$351,404 in principal.

249. An account was stated in written invoices by and between DHL and 10YJ, on which account a balance of at least \$345,813 is due to DHL from 10YJ. 10YJ never objected to these invoices and, although DHL has demanded that 10YJ pay such amount, 10YJ has failed and refused to pay. There is now past due, owing, and unpaid from 10YJ to DHL the sum of at least \$345,813 in principal.

250. An account was stated in written invoices by and between DHL and Advocate, on which account a balance of at least \$188,578 is due to DHL from Advocate. Advocate never objected to these invoices and, although DHL has demanded that Advocate pay such amount, Advocate has failed and refused to pay. There is now past due, owing, and unpaid from Advocate to DHL the sum of at least \$188,578 in principal.

251. An account was stated in written invoices by and between DHL and AEA, on which account a balance of at least \$505,052 is due to DHL from AEA. AEA never objected to these invoices and, although DHL has demanded that AEA pay such amount, AEA has failed and refused to pay. There is now past due, owing, and unpaid from AEA to DHL the sum of at least \$505,052 in principal.

252. An account was stated in written invoices by and between DHL and Air Express, on which account a balance of at least \$5,677 is due to DHL from Air Express. Air Express never objected to these invoices and, although DHL has demanded that Air Express pay such amount, Air Express has failed and refused to pay. There is now past due, owing, and unpaid from Air Express to DHL the sum of at least \$5,677 in principal.

253. An account was stated in written invoices by and between DHL and ALG Alabama, on which account a balance of at least \$26,578 is due to DHL from ALG Alabama. ALG Alabama never objected to these invoices and, although DHL has demanded that ALG Alabama pay such amount, ALG Alabama has failed and refused to pay. There is now past due, owing, and unpaid from ALG Alabama to DHL the sum of at least \$26,578 in principal.

254. An account was stated in written invoices by and between DHL and ALG Atlanta East, on which account a balance of at least \$607 is due to DHL from ALG Atlanta East. ALG Atlanta East never objected to these invoices and, although DHL has demanded that ALG Atlanta East pay such amount, ALG Atlanta East has failed and refused to pay. There is now past due, owing, and unpaid from ALG Atlanta East to DHL the sum of at least \$607 in principal.

255. An account was stated in written invoices by and between DHL and ALG Atlanta Metro, on which account a balance of at least \$104,689 is due to DHL from ALG Atlanta Metro. ALG Atlanta Metro never objected to these invoices and, although DHL has demanded that ALG Atlanta Metro pay such amount, ALG Atlanta Metro has failed and refused to pay. There is now past due, owing, and unpaid from ALG Atlanta Metro to DHL the sum of at least \$104,689 in principal.

256. An account was stated in written invoices by and between DHL and AMR, on which account a balance of at least \$5,060 is due to DHL from AMR. AMR never objected to these invoices and, although DHL has demanded that AMR pay such amount, AMR has failed and refused to pay. There is now past due, owing, and unpaid from AMR to DHL the sum of at least \$5,060 in principal.

257. An account was stated in written invoices by and between DHL and B & B, on which account a balance of at least \$21,484 is due to DHL from B & B. B & B never objected to these invoices and, although DHL has demanded that B & B pay such amount, B & B has failed and refused to pay. There is now past due, owing, and unpaid from B & B to DHL the sum of at least \$21,484 in principal.

258. An account was stated in written invoices by and between DHL and Bayer & Bayer, on which account a balance of at least \$7,301 is due to DHL from Bayer & Bayer. Bayer & Bayer never objected to these invoices and, although DHL has demanded that Bayer & Bayer pay such amount, Bayer & Bayer has failed and refused to pay. There is now past due, owing, and unpaid from Bayer & Bayer to DHL the sum of at least \$7,301 in principal.

259. An account was stated in written invoices by and between DHL and BMJ, on which account a balance of at least \$77,998 is due to DHL from BMJ. BMJ never objected to these invoices and, although DHL has demanded that BMJ pay such amount, BMJ has failed and refused to pay. There is now past due, owing, and unpaid from BMJ to DHL the sum of at least \$77,998 in principal.

260. An account was stated in written invoices by and between DHL and Boundless, on which account a balance of at least \$9,322 is due to DHL from Boundless. Boundless never objected to these invoices and, although DHL has demanded that Boundless pay the invoices, Boundless has failed and refused to pay. There is now past due, owing, and unpaid from Boundless to DHL a sum of at least \$9,322.

261. An account was stated in written invoices by and between DHL and Buehler, on which account a balance of at least \$39,032 is due to DHL from Buehler. Buehler never objected to these invoices and, although DHL has demanded that Buehler pay such amount, Buehler has failed and refused to pay. There is now past due, owing, and unpaid from Buehler to DHL the sum of at least \$39,032 in principal.

262. An account was stated in written invoices by and between DHL and Carnrock, on which account a balance of at least \$191 is due to DHL from Carnrock. Carnrock never objected to these invoices and, although DHL has demanded that Carnrock pay such amount, Carnrock has failed and refused to pay. There is now past due, owing, and unpaid from Carnrock to DHL the sum of at least \$191 in principal.

263. An account was stated in written invoices by and between DHL and Celcorp, on which account a balance of at least \$62,421 is due to DHL from Celcorp. Celcorp never

objected to these invoices and, although DHL has demanded that Celcorp pay the invoices, Celcorp has failed and refused to pay. There is now past due, owing, and unpaid from Celcorp to DHL a sum of at least \$62,421 in principal.

264. An account was stated in written invoices by and between DHL and Central Coast Logistics, on which account a balance of at least \$41,527 is due to DHL from Central Coast Logistics. Central Coast Logistics never objected to these invoices and, although DHL has demanded that Central Coast Logistics pay such amount, Central Coast Logistics has failed and refused to pay. There is now past due, owing, and unpaid from Central Coast Logistics to DHL the sum of at least \$41,527 in principal.

265. An account was stated in written invoices by and between DHL and Central Gulf Coast, on which account a balance of at least \$31,176 is due to DHL from Central Gulf Coast. Central Gulf Coast never objected to these invoices and, although DHL has demanded that Central Gulf Coast pay such amount, Central Gulf Coast has failed and refused to pay. There is now past due, owing, and unpaid from Central Gulf Coast to DHL the sum of at least \$31,176 in principal.

266. An account was stated in written invoices by and between DHL and Central Jersey, on which account a balance of at least \$21,607 is due to DHL from Central Jersey. Central Jersey never objected to these invoices and, although DHL has demanded that Central Jersey pay such amount, Central Jersey has failed and refused to pay. There is now past due, owing, and unpaid from Central Jersey to DHL the sum of at least \$21,607 in principal.

267. An account was stated in written invoices by and between DHL and CKR, on which account a balance of at least \$94,595 is due to DHL from CKR. CKR never objected to

these invoices and, although DHL has demanded that CKR pay such amount, CKR has failed and refused to pay. There is now past due, owing, and unpaid from CKR to DHL the sum of at least \$94,595 in principal.

268. An account was stated in written invoices by and between DHL and Commerce, on which account a balance of at least \$7,126 is due to DHL from Commerce. Commerce never objected to these invoices and, although DHL has demanded that Commerce pay the invoices, Commerce has failed and refused to pay. There is now past due, owing, and unpaid from Commerce to DHL a sum of at least \$7,126 in principal.

269. An account was stated in written invoices by and between DHL and Lexington Express, on which account a balance of at least \$6,868 is due to DHL from Lexington Express. Lexington Express never objected to these invoices and, although DHL has demanded that Lexington Express pay the invoices, it has failed and refused to pay. There is now past due, owing, and unpaid from Lexington Express to DHL a sum of at least \$6,868 in principal.

270. An account was stated in written invoices by and between DHL and Mississippi Express, on which account a balance of at least \$47 is due to DHL from Mississippi Express. Mississippi Express never objected to these invoices and, although DHL has demanded that it pay the invoices, Mississippi Express has failed and refused to pay. There is now past due, owing, and unpaid from Mississippi Express to DHL a sum of at least \$47 in principal.

271. An account was stated in written invoices by and between DHL and Kentucky Express, on which account a balance of at least \$211 is due to DHL from Kentucky Express. Kentucky Express never objected to these invoices and, although DHL has demanded that it pay

the invoices, Kentucky Express has failed and refused to pay. There is now past due, owing, and unpaid from Kentucky Express to DHL a sum of at least \$211 in principal.

272. An account was stated in written invoices by and between DHL and Complete Shipping, on which account a balance of at least \$100,767 is due to DHL from Complete Shipping. Complete Shipping never objected to these invoices and, although DHL has demanded that Complete Shipping pay such amount, Complete Shipping has failed and refused to pay. There is now past due, owing, and unpaid from Complete Shipping to DHL the sum of at least \$100,767 in principal.

273. An account was stated in written invoices by and between DHL and Cradduck, on which account a balance of at least \$50,656 is due to DHL from Cradduck. Cradduck never objected to these invoices and, although DHL has demanded that Cradduck pay such amount, Cradduck has failed and refused to pay. There is now past due, owing, and unpaid from Cradduck to DHL the sum of at least \$50,656 in principal.

274. An account was stated in written invoices by and between DHL and Creative, on which account a balance of at least \$93,218 is due to DHL from Creative. Creative never objected to these invoices and, although DHL has demanded that Creative pay such amount, Creative has failed and refused to pay. There is now past due, owing, and unpaid from Creative to DHL the sum of at least \$93,218 in principal.

275. An account was stated in written invoices by and between DHL and Curry, on which account a balance of at least \$48,318 is due to DHL from Curry. Curry never objected to these invoices and, although DHL has demanded that Curry pay such amount, Curry has failed

and refused to pay. There is now past due, owing, and unpaid from Curry to DHL the sum of at least \$48,318 in principal.

276. An account was stated in written invoices by and between DHL and Dabar, on which account a balance of at least \$559,577 is due to DHL from Dabar. Dabar never objected to these invoices and, although DHL has demanded that Dabar pay such amount, Dabar has failed and refused to pay. There is now past due, owing, and unpaid from Dabar to DHL the sum of at least \$559,577 in principal.

277. An account was stated in written invoices by and between DHL and Dandrea, on which account a balance of at least \$55,897 is due to DHL from Dandrea. Dandrea never objected to these invoices and, although DHL has demanded that Dandrea pay such amount, Dandrea has failed and refused to pay. There is now past due, owing, and unpaid from Dandrea to DHL the sum of at least \$55,897 in principal.

278. An account was stated in written invoices by and between DHL and Diamond, on which account a balance of at least \$133 is due to DHL from Diamond. Diamond never objected to these invoices and, although DHL has demanded that Diamond pay such amount, Diamond has failed and refused to pay. There is now past due, owing, and unpaid from Diamond to DHL the sum of at least \$133 in principal.

279. An account was stated in written invoices by and between DHL and DJB, on which account a balance of at least \$67,900 is due to DHL from DJB. DJB never objected to these invoices and, although DHL has demanded that DJB pay such amount, DJB has failed and refused to pay. There is now past due, owing, and unpaid from DJB to DHL the sum of at least \$67,900 in principal.

280. An account was stated in written invoices by and between DHL and DLS, on which account a balance of at least \$1,073 is due to DHL from DLS. DLS never objected to these invoices and, although DHL has demanded that DLS pay such amount, DLS has failed and refused to pay. There is now past due, owing, and unpaid from DLS to DHL the sum of at least \$1,073 in principal.

281. An account was stated in written invoices by and between DHL and DRC, on which account a balance of at least \$58,899 is due to DHL from DRC. DRC never objected to these invoices and, although DHL has demanded that DRC pay such amount, DRC has failed and refused to pay. There is now past due, owing, and unpaid from DRC to DHL the sum of at least \$97,096 in principal.

282. An account was stated in written invoices by and between DHL and Eagle's Wings, on which account a balance of at least \$1,984 is due to DHL from Eagle's Wings. Eagle's Wings never objected to these invoices and, although DHL has demanded that Eagle's Wings pay such amount, Eagle's Wings has failed and refused to pay. There is now past due, owing, and unpaid from Eagle's Wings to DHL the sum of at least \$1,984 in principal.

283. An account was stated in written invoices by and between DHL and El Paso, on which account a balance of at least \$10,134 is due to DHL from El Paso. El Paso never objected to these invoices and, although DHL has demanded that El Paso pay such amount, El Paso has failed and refused to pay. There is now past due, owing, and unpaid from El Paso to DHL the sum of at least \$10,134 in principal.

284. An account was stated in written invoices by and between DHL and Essex, on which account a balance of at least \$1,279 is due to DHL from Essex. Essex never objected to

these invoices and, although DHL has demanded that Essex pay such amount, Essex has failed and refused to pay. There is now past due, owing, and unpaid from Essex to DHL the sum of at least \$1,279 in principal.

285. An account was stated in written invoices by and between DHL and Express One, on which account a balance of at least \$161,311 is due to DHL from Express One. Express One never objected to these invoices and, although DHL has demanded that Express One pay such amount, Express One has failed and refused to pay. There is now past due, owing, and unpaid from Express One to DHL the sum of at least \$161,311 in principal.

286. An account was stated in written invoices by and between DHL and Express Shipments, on which account a balance of at least \$2,428 is due to DHL from Express Shipments. Express Shipments never objected to these invoices and, although DHL has demanded that Express Shipments pay such amount, Express Shipments has failed and refused to pay. There is now past due, owing, and unpaid from Express Shipments to DHL the sum of at least \$2,428 in principal.

287. An account was stated in written invoices by and between DHL and F & M, on which account a balance of at least \$1,022 is due to DHL from F & M. F & M never objected to these invoices and, although DHL has demanded that F & M pay such amount, F & M has failed and refused to pay. There is now past due, owing, and unpaid from F & M to DHL the sum of at least \$1,022 in principal.

288. An account was stated in written invoices by and between DHL and Fellowshippers, on which account a balance of at least \$46,882 is due to DHL from Fellowshippers. Fellowshippers never objected to these invoices and, although DHL has

demanded that Fellowshippers pay such amount, Fellowshippers has failed and refused to pay. There is now past due, owing, and unpaid from Fellowshippers to DHL the sum of at least \$46,882 in principal.

289. An account was stated in written invoices by and between DHL and Freight Consultants, on which account a balance of at least \$41,635 is due to DHL from Freight Consultants. Freight Consultants never objected to these invoices and, although DHL has demanded that Freight Consultants pay such amount, Freight Consultants has failed and refused to pay. There is now past due, owing, and unpaid from Freight Consultants to DHL the sum of at least \$41,635 in principal.

290. An account was stated in written invoices by and between DHL and H.C. Ware, on which account a balance of at least \$87,235 is due to DHL from H.C. Ware. H.C. Ware never objected to these invoices and, although DHL has demanded that H.C. Ware pay such amount, H.C. Ware has failed and refused to pay. There is now past due, owing, and unpaid from H.C. Ware to DHL the sum of at least \$87,235 in principal.

291. An account was stated in written invoices by and between DHL and Iowa Discount, on which account a balance of at least \$98,593 is due to DHL from Iowa Discount. Iowa Discount never objected to these invoices and, although DHL has demanded that Iowa Discount pay such amount, Iowa Discount has failed and refused to pay. There is now past due, owing, and unpaid from Iowa Discount to DHL the sum of at least \$98,593 in principal.

292. An account was stated in written invoices by and between DHL and J & D, on which account a balance of at least \$48,701 is due to DHL from J & D. J & D never objected to these invoices and, although DHL has demanded that J & D pay such amount, J & D has failed

and refused to pay. There is now past due, owing, and unpaid from J & D to DHL the sum of at least \$48,701 in principal.

293. An account was stated in written invoices by and between DHL and Jasper, on which account a balance of at least \$5,624 is due to DHL from Jasper. Jasper never objected to these invoices and, although DHL has demanded that Jasper pay such amount, Jasper has failed and refused to pay. There is now past due, owing, and unpaid from Jasper to DHL the sum of at least \$5,624 in principal.

294. An account was stated in written invoices by and between DHL and Chamberlain, on which account a balance of at least \$50,491 is due to DHL from Chamberlain. Chamberlain never objected to these invoices and, although DHL has demanded that Chamberlain pay such amount, Chamberlain has failed and refused to pay. There is now past due, owing, and unpaid from Chamberlain to DHL the sum of at least \$50,491 in principal.

295. An account was stated in written invoices by and between DHL and JBC, on which account a balance of at least \$78,056 is due to DHL from JBC. JBC never objected to these invoices and, although DHL has demanded that JBC pay such amount, JBC has failed and refused to pay. There is now past due, owing, and unpaid from JBC to DHL the sum of at least \$78,056 in principal.

296. An account was stated in written invoices by and between DHL and JFS, on which account a balance of at least \$12,975 is due to DHL from JFS. JFS never objected to these invoices and, although DHL has demanded that JFS pay such amount, JFS has failed and refused to pay. There is now past due, owing, and unpaid from JFS to DHL the sum of at least \$12,975 in principal.

297. An account was stated in written invoices by and between DHL and JMcLEExpress, on which account a balance of at least \$10,273 is due to DHL from JMcLEExpress. JMcLEExpress never objected to these invoices and, although DHL has demanded that JMcLEExpress pay such amount, JMcLEExpress has failed and refused to pay. There is now past due, owing, and unpaid from JMcLEExpress to DHL the sum of at least \$10,273 in principal.

298. An account was stated in written invoices by and between DHL and JMK, on which account a balance of at least \$98,986 is due to DHL from JMK. JMK never objected to these invoices and, although DHL has demanded that JMK pay such amount, JMK has failed and refused to pay. There is now past due, owing, and unpaid from JMK to DHL the sum of at least \$98,986 in principal.

299. An account was stated in written invoices by and between DHL and Jubert, on which account a balance of at least \$131,095 is due to DHL from Jubert. Jubert never objected to these invoices and, although DHL has demanded that Jubert pay such amount, Jubert has failed and refused to pay. There is now past due, owing, and unpaid from Jubert to DHL the sum of at least \$131,095 in principal.

300. An account was stated in written invoices by and between DHL and K & R, on which account a balance of at least \$462 is due to DHL from K & R. K & R never objected to these invoices and, although DHL has demanded that K & R pay such amount, K & R has failed and refused to pay. There is now past due, owing, and unpaid from K & R to DHL the sum of at least \$462 in principal.

301. An account was stated in written invoices by and between DHL and Kasel, on which account a balance of at least \$226,736 is due to DHL from Kasel. Kasel never objected to

these invoices and, although DHL has demanded that Kasel pay such amount, Kasel has failed and refused to pay. There is now past due, owing, and unpaid from Kasel to DHL the sum of at least \$226,736 in principal.

302. An account was stated in written invoices by and between DHL and KEBA, on which account a balance of at least \$118,696 is due to DHL from KEBA. KEBA never objected to these invoices and, although DHL has demanded that KEBA pay such amount, KEBA has failed and refused to pay. There is now past due, owing, and unpaid from KEBA to DHL the sum of at least \$118,696 in principal.

303. An account was stated in written invoices by and between DHL and Keyroc, on which account a balance of at least \$14,587 is due to DHL from Keyroc. Keyroc never objected to these invoices and, although DHL has demanded that Keyroc pay such amount, Keyroc has failed and refused to pay. There is now past due, owing, and unpaid from Keyroc to DHL the sum of at least \$14,587 in principal.

304. An account was stated in written invoices by and between DHL and Lake, on which account a balance of at least \$98,173 is due to DHL from Lake. Lake never objected to these invoices and, although DHL has demanded that Lake pay the invoices, Lake has failed and refused to pay. There is now past due, owing, and unpaid from Lake to DHL a sum of at least \$98,173 in principal.

305. An account was stated in written invoices by and between DHL and Landshire, on which account a balance of at least \$264,538 is due to DHL from Landshire. Landshire never objected to these invoices and, although DHL has demanded that Landshire pay such amount,

Landshire has failed and refused to pay. There is now past due, owing, and unpaid from Landshire to DHL the sum of at least \$264,538 in principal.

306. An account was stated in written invoices by and between DHL and LKO, on which account a balance of at least \$89 is due to DHL from LKO. LKO never objected to these invoices and, although DHL has demanded that LKO pay such amount, LKO has failed and refused to pay. There is now past due, owing, and unpaid from LKO to DHL the sum of at least \$89 in principal.

307. An account was stated in written invoices by and between DHL and Manatee, on which account a balance of at least \$28,124 is due to DHL from Manatee. Manatee never objected to these invoices and, although DHL has demanded that Manatee pay such amount, Manatee has failed and refused to pay. There is now past due, owing, and unpaid from Manatee to DHL the sum of at least \$28,124 in principal.

308. An account was stated in written invoices by and between DHL and MDC, on which account a balance of at least \$163,857 is due to DHL from MDC. MDC never objected to these invoices and, although DHL has demanded that MDC pay such amount, MDC has failed and refused to pay. There is now past due, owing, and unpaid from MDC to DHL the sum of at least \$163,857 in principal.

309. An account was stated in written invoices by and between DHL and Mercari, on which account a balance of at least \$109,560 is due to DHL from Mercari. Mercari never objected to these invoices and, although DHL has demanded that Mercari pay such amount, Mercari has failed and refused to pay. There is now past due, owing, and unpaid from Mercari to DHL the sum of at least \$109,560 in principal.

310. An account was stated in written invoices by and between DHL and Little, on which account a balance of at least \$114,541 is due to DHL from Little. Little never objected to these invoices and, although DHL has demanded that Little pay such amount, Little has failed and refused to pay. There is now past due, owing, and unpaid from Little to DHL the sum of at least \$114,541 in principal.

311. An account was stated in written invoices by and between DHL and Mid Atlantic, on which account a balance of at least \$109,363 is due to DHL from Mid Atlantic. Mid Atlantic never objected to these invoices and, although DHL has demanded that Mid Atlantic pay such amount, Mid Atlantic has failed and refused to pay. There is now past due, owing, and unpaid from Mid Atlantic to DHL the sum of at least \$109,363 in principal.

312. An account was stated in written invoices by and between DHL and Midway, on which account a balance of at least \$378 is due to DHL from Midway. Midway never objected to these invoices and, although DHL has demanded that Midway pay such amount, Midway has failed and refused to pay. There is now past due, owing, and unpaid from Midway to DHL the sum of at least \$378 in principal.

313. An account was stated in written invoices by and between DHL and Mijo, on which account a balance of at least \$62,439 is due to DHL from Mijo. Mijo never objected to these invoices and, although DHL has demanded that Mijo pay such amount, Mijo has failed and refused to pay. There is now past due, owing, and unpaid from Mijo to DHL the sum of at least \$62,439 in principal.

314. An account was stated in written invoices by and between DHL and Mitchell & Dixon, on which account a balance of at least \$48,440 is due to DHL from Mitchell & Dixon.

Mitchell & Dixon never objected to these invoices and, although DHL has demanded that Mitchell & Dixon pay such amount, Mitchell & Dixon has failed and refused to pay. There is now past due, owing, and unpaid from Mitchell & Dixon to DHL the sum of at least \$48,440 in principal.

315. An account was stated in written invoices by and between DHL and Montana Global, on which account a balance of at least \$34,182 is due to DHL from Montana Global. Montana Global never objected to these invoices and, although DHL has demanded that Montana Global pay such amount, Montana Global has failed and refused to pay. There is now past due, owing, and unpaid from Montana Global to DHL the sum of at least \$34,182 in principal.

316. An account was stated in written invoices by and between DHL and Morning Star, on which account a balance of at least \$179,577 is due to DHL from Morning Star. Morning Star never objected to these invoices and, although DHL has demanded that Morning Star pay such amount, Morning Star has failed and refused to pay. There is now past due, owing, and unpaid from Morning Star to DHL the sum of at least \$179,577 in principal.

317. An account was stated in written invoices by and between DHL and MT Shipping, on which account a balance of at least \$11,706 is due to DHL from MT Shipping. MT Shipping never objected to these invoices and, although DHL has demanded that MT Shipping pay such amount, MT Shipping has failed and refused to pay. There is now past due, owing, and unpaid from MT Shipping to DHL the sum of at least \$11,706 in principal.

318. An account was stated in written invoices by and between DHL and Mullen, on which account a balance of at least \$11,384 is due to DHL from Mullen. Mullen never objected

to these invoices and, although DHL has demanded that Mullen pay such amount, Mullen has failed and refused to pay. There is now past due, owing, and unpaid from Mullen to DHL the sum of at least \$11,384 in principal.

319. An account was stated in written invoices by and between DHL and OK Shippers, on which account a balance of at least \$9,775 is due to DHL from OK Shippers. OK Shippers never objected to these invoices and, although DHL has demanded that OK Shippers pay such amount, OK Shippers has failed and refused to pay. There is now past due, owing, and unpaid from OK Shippers to DHL the sum of at least \$9,775 in principal.

320. An account was stated in written invoices by and between DHL and Performance Logistics, on which account a balance of at least \$72,197 is due to DHL from Performance Logistics. Performance Logistics never objected to these invoices and, although DHL has demanded that Performance Logistics pay such amount, Performance Logistics has failed and refused to pay. There is now past due, owing, and unpaid from Performance Logistics to DHL the sum of at least \$72,197 in principal.

321. An account was stated in written invoices by and between DHL and QSI, on which account a balance of at least \$73,601 is due to DHL from QSI. QSI never objected to these invoices and, although DHL has demanded that QSI pay such amount, QSI has failed and refused to pay. There is now past due, owing, and unpaid from QSI to DHL the sum of at least \$73,601 in principal.

322. An account was stated in written invoices by and between DHL and Rabbits, on which account a balance of at least \$47,126 is due to DHL from Rabbits. Rabbits never objected to these invoices and, although DHL has demanded that Rabbits pay such amount, Rabbits has

failed and refused to pay. There is now past due, owing, and unpaid from Rabbits to DHL the sum of at least \$47,126 in principal.

323. An account was stated in written invoices by and between DHL and RAV, on which account a balance of at least \$9,776 is due to DHL from RAV. RAV never objected to these invoices and, although DHL has demanded that RAV pay such amount, RAV has failed and refused to pay. There is now past due, owing, and unpaid from RAV to DHL the sum of at least \$9,776 in principal.

324. An account was stated in written invoices by and between DHL and RedOak Shipping of Oakland, on which account a balance of at least \$358,813 is due to DHL from RedOak Shipping of Oakland. RedOak Shipping of Oakland never objected to these invoices and, although DHL has demanded that RedOak Shipping of Oakland pay such amount, RedOak Shipping of Oakland has failed and refused to pay. There is now past due, owing, and unpaid from RedOak Shipping of Oakland to DHL the sum of at least \$358,813 in principal.

325. An account was stated in written invoices by and between DHL and RedOak Shipping, on which account a balance of at least \$75,381 is due to DHL from RedOak Shipping. RedOak Shipping never objected to these invoices and, although DHL has demanded that RedOak Shipping pay such amount, RedOak Shipping has failed and refused to pay. There is now past due, owing, and unpaid from RedOak Shipping to DHL the sum of at least \$75,381 in principal.

326. An account was stated in written invoices by and between DHL and Reid Bros., on which account a balance of at least \$53,689 is due to DHL from Reid Bros.. Reid Bros. never objected to these invoices and, although DHL has demanded that Reid Bros. pay such amount,

Reid Bros. has failed and refused to pay. There is now past due, owing, and unpaid from Reid Bros. to DHL the sum of at least \$53,689 in principal.

327. An account was stated in written invoices by and between DHL and Roberts, on which account a balance of at least \$104,924 is due to DHL from Roberts. Roberts never objected to these invoices and, although DHL has demanded that Roberts pay such amount, Roberts has failed and refused to pay. There is now past due, owing, and unpaid from Roberts to DHL the sum of at least \$104,924 in principal.

328. An account was stated in written invoices by and between DHL and Rock Solid, on which account a balance of at least \$60,947 is due to DHL from Rock Solid. Rock Solid never objected to these invoices and, although DHL has demanded that Rock Solid pay such amount, Rock Solid has failed and refused to pay. There is now past due, owing, and unpaid from Rock Solid to DHL the sum of at least \$60,947 in principal.

329. An account was stated in written invoices by and between DHL and San Jose, on which account a balance of at least \$84,916 is due to DHL from San Jose. San Jose never objected to these invoices and, although DHL has demanded that San Jose pay such amount, San Jose has failed and refused to pay. There is now past due, owing, and unpaid from San Jose to DHL the sum of at least \$84,916 in principal.

330. An account was stated in written invoices by and between DHL and Sankey, on which account a balance of at least \$1,805 is due to DHL from Sankey. Sankey never objected to these invoices and, although DHL has demanded that Sankey pay such amount, Sankey has failed and refused to pay. There is now past due, owing, and unpaid from Sankey to DHL the sum of at least \$1,805 in principal.

331. An account was stated in written invoices by and between DHL and Shipping Services Boise, on which account a balance of at least \$12,066 is due to DHL from Shipping Services Boise. Shipping Services Boise never objected to these invoices and, although DHL has demanded that Shipping Services Boise pay the invoices, Shipping Services Boise has failed and refused to pay. There is now past due, owing, and unpaid from Shipping Services Boise to DHL a sum of at least \$12,066 in principal.

332. An account was stated in written invoices by and between DHL and Shipping Services Indiana, on which account a balance of at least \$4,660 is due to DHL from Shipping Services Indiana. Shipping Services Indiana never objected to these invoices and, although DHL has demanded that Shipping Services Indiana pay such amount, Shipping Services Indiana has failed and refused to pay. There is now past due, owing, and unpaid from Shipping Services Indiana to DHL the sum of at least \$4,660 in principal.

333. An account was stated in written invoices by and between DHL and Shipping Services Ohio, on which account a balance of at least \$13,462 is due to DHL from Shipping Services Ohio. Shipping Services Ohio never objected to these invoices and, although DHL has demanded that Shipping Services Ohio pay such amount, Shipping Services Ohio has failed and refused to pay. There is now past due, owing, and unpaid from Shipping Services Ohio to DHL the sum of at least \$13,462 in principal.

334. An account was stated in written invoices by and between DHL and Ship4Less, on which account a balance of at least \$52,153 is due to DHL from Ship4Less. Ship4Less never objected to these invoices and, although DHL has demanded that Ship4Less pay such amount,

Ship4Less has failed and refused to pay. There is now past due, owing, and unpaid from Ship4Less to DHL the sum of at least \$52,153 in principal.

335. An account was stated in written invoices by and between DHL and Southern Express, on which account a balance of at least \$302,778 is due to DHL from Southern Express. Southern Express never objected to these invoices and, although DHL has demanded that Southern Express pay such amount, Southern Express has failed and refused to pay. There is now past due, owing, and unpaid from Southern Express to DHL the sum of at least \$302,778 in principal.

336. An account was stated in written invoices by and between DHL and Southern Shipping, on which account a balance of at least \$35,079 is due to DHL from Southern Shipping. Southern Shipping never objected to these invoices and, although DHL has demanded that Southern Shipping pay such amount, Southern Shipping has failed and refused to pay. There is now past due, owing, and unpaid from Southern Shipping to DHL the sum of at least \$35,079 in principal.

337. An account was stated in written invoices by and between DHL and Spectrum, on which account a balance of at least \$20,415 is due to DHL from Spectrum. Spectrum never objected to these invoices and, although DHL has demanded that Spectrum pay such amount, Spectrum has failed and refused to pay. There is now past due, owing, and unpaid from Spectrum to DHL the sum of at least \$20,415 in principal.

338. An account was stated in written invoices by and between DHL and Spirit, on which account a balance of at least \$12,327 is due to DHL from Spirit. Spirit never objected to these invoices and, although DHL has demanded that Spirit pay such amount, Spirit has failed

and refused to pay. There is now past due, owing, and unpaid from Spirit to DHL the sum of at least \$12,327 in principal.

339. An account was stated in written invoices by and between DHL and SR Logistics, on which account a balance of at least \$34,175 is due to DHL from SR Logistics. SR Logistics never objected to these invoices and, although DHL has demanded that SR Logistics pay such amount, SR Logistics has failed and refused to pay. There is now past due, owing, and unpaid from SR Logistics to DHL the sum of at least \$34,175 in principal.

340. An account was stated in written invoices by and between DHL and Jones, on which account a balance of at least \$82,958 is due to DHL from Jones. Jones never objected to these invoices and, although DHL has demanded that Jones pay such amount, Jones has failed and refused to pay. There is now past due, owing, and unpaid from Jones to DHL the sum of at least \$82,958 in principal.

341. An account was stated in written invoices by and between DHL and Steed, on which account a balance of at least \$58,005 is due to DHL from Steed. Steed never objected to these invoices and, although DHL has demanded that Steed pay such amount, Steed has failed and refused to pay. There is now past due, owing, and unpaid from Steed to DHL the sum of at least \$58,005 in principal.

342. An account was stated in written invoices by and between DHL and Success, on which account a balance of at least \$6,496 is due to DHL from Success. Success never objected to these invoices and, although DHL has demanded that Success pay such amount, Success has failed and refused to pay. There is now past due, owing, and unpaid from Success to DHL the sum of at least \$6,496 in principal.

343. An account was stated in written invoices by and between DHL and Suncoast, on which account a balance of at least \$43,737 is due to DHL from Suncoast. Suncoast never objected to these invoices and, although DHL has demanded that Suncoast pay such amount, Suncoast has failed and refused to pay. There is now past due, owing, and unpaid from Suncoast to DHL the sum of at least \$43,737 in principal.

344. An account was stated in written invoices by and between DHL and Synergistics, on which account a balance of at least \$18,863 is due to DHL from Synergistics. Synergistics never objected to these invoices and, although DHL has demanded that Synergistics pay such amount, Synergistics has failed and refused to pay. There is now past due, owing, and unpaid from Synergistics to DHL the sum of at least \$18,863 in principal.

345. An account was stated in written invoices by and between DHL and Syracuse Shippers, on which account a balance of at least \$8,410 is due to DHL from Syracuse Shippers. Syracuse Shippers never objected to these invoices and, although DHL has demanded that Syracuse Shippers pay such amount, Syracuse Shippers has failed and refused to pay. There is now past due, owing, and unpaid from Syracuse Shippers to DHL the sum of at least \$8,410 in principal.

346. An account was stated in written invoices by and between DHL and Video Co., on which account a balance of at least \$31,106 is due to DHL from Video Co.. Video Co. never objected to these invoices and, although DHL has demanded that Video Co. pay such amount, Video Co. has failed and refused to pay. There is now past due, owing, and unpaid from Video Co. to DHL the sum of at least \$31,106 in principal.

347. An account was stated in written invoices by and between DHL and Transource, on which account a balance of at least \$84,217 is due to DHL from Transource. Transource never objected to these invoices and, although DHL has demanded that Transource pay such amount, Transource has failed and refused to pay. There is now past due, owing, and unpaid from Transource to DHL the sum of at least \$84,217 in principal.

348. An account was stated in written invoices by and between DHL and Transworld of Albany, on which account a balance of at least \$2,893 is due to DHL from Transworld of Albany. Transworld of Albany never objected to these invoices and, although DHL has demanded that Transworld of Albany pay such amount, Transworld of Albany has failed and refused to pay. There is now past due, owing, and unpaid from Transworld of Albany to DHL the sum of at least \$2,893 in principal.

349. An account was stated in written invoices by and between DHL and Transworld of Syracuse, on which account a balance of at least \$269,220 is due to DHL from Transworld of Syracuse. Transworld of Syracuse never objected to these invoices and, although DHL has demanded that Transworld of Syracuse pay such amount, Transworld of Syracuse has failed and refused to pay. There is now past due, owing, and unpaid from Transworld of Syracuse to DHL the sum of at least \$269,220 in principal.

350. An account was stated in written invoices by and between DHL and Transworld of Westchester, on which account a balance of at least \$34,411 is due to DHL from Transworld of Westchester. Transworld of Westchester never objected to these invoices and, although DHL has demanded that Transworld of Westchester pay such amount, Transworld of Westchester has

failed and refused to pay. There is now past due, owing, and unpaid from Transworld of Westchester to DHL the sum of at least \$34,411 in principal.

351. An account was stated in written invoices by and between DHL and TRB, on which account a balance of at least \$1,728 is due to DHL from TRB. TRB never objected to these invoices and, although DHL has demanded that TRB pay such amount, TRB has failed and refused to pay. There is now past due, owing, and unpaid from TRB to DHL the sum of at least \$1,728 in principal.

352. An account was stated in written invoices by and between DHL and United Shippers Association, on which account a balance of at least \$29,325 is due to DHL from United Shippers Association. United Shippers Association never objected to these invoices and, although DHL has demanded that United Shippers Association pay such amount, United Shippers Association has failed and refused to pay. There is now past due, owing, and unpaid from United Shippers Association to DHL the sum of at least \$29,325 in principal.

353. An account was stated in written invoices by and between DHL and United Shippers Northside, on which account a balance of at least \$4,428 is due to DHL from United Shippers Northside. United Shippers Northside never objected to these invoices and, although DHL has demanded that United Shippers Northside pay such amount, United Shippers Northside has failed and refused to pay. There is now past due, owing, and unpaid from United Shippers Northside to DHL the sum of at least \$4,428 in principal.

354. An account was stated in written invoices by and between DHL and United Shippers Suffolk, on which account a balance of at least \$5,138 is due to DHL from United Shippers Suffolk. United Shippers Suffolk never objected to these invoices and, although DHL

has demanded that United Shippers Suffolk pay such amount, United Shippers Suffolk has failed and refused to pay. There is now past due, owing, and unpaid from United Shippers Suffolk to DHL the sum of at least \$5,138 in principal.

355. An account was stated in written invoices by and between DHL and United Shippers, on which account a balance of at least \$2,414 is due to DHL from United Shippers. United Shippers never objected to these invoices and, although DHL has demanded that United Shippers pay such amount, United Shippers has failed and refused to pay. There is now past due, owing, and unpaid from United Shippers to DHL the sum of at least \$2,414 in principal.

356. An account was stated in written invoices by and between DHL and Vermont Shipping, on which account a balance of at least \$196,904 is due to DHL from Vermont Shipping. Vermont Shipping never objected to these invoices and, although DHL has demanded that Vermont Shipping pay such amount, Vermont Shipping has failed and refused to pay. There is now past due, owing, and unpaid from Vermont Shipping to DHL the sum of at least \$196,904 in principal.

357. An account was stated in written invoices by and between DHL and WWS, on which account a balance of at least \$57,092 is due to DHL from WWS. WWS never objected to these invoices and, although DHL has demanded that WWS pay such amount, WWS has failed and refused to pay. There is now past due, owing, and unpaid from WWS to DHL the sum of at least \$57,092 in principal.

358. An account was stated in written invoices by and between DHL and Washington Partners, on which account a balance of at least \$19,284 is due to DHL from Washington Partners. Washington Partners never objected to these invoices and, although DHL has

demanded that Washington Partners pay such amount, Washington Partners has failed and refused to pay. There is now past due, owing, and unpaid from Washington Partners to DHL the sum of at least \$19,284 in principal.

359. An account was stated in written invoices by and between DHL and Western Shipping, on which account a balance of at least \$49,969 is due to DHL from Western Shipping. Western Shipping never objected to these invoices and, although DHL has demanded that Western Shipping pay such amount, Western Shipping has failed and refused to pay. There is now past due, owing, and unpaid from Western Shipping to DHL the sum of at least \$49,969 in principal.

360. An account was stated in written invoices by and between DHL and Wolstad, on which account a balance of at least \$33,666 is due to DHL from Wolstad. Wolstad never objected to these invoices and, although DHL has demanded that Wolstad pay such amount, Wolstad has failed and refused to pay. There is now past due, owing, and unpaid from Wolstad to DHL the sum of at least \$33,666 in principal.

361. An account was stated in written invoices by and between DHL and Zip Ship, on which account a balance of at least \$244,283 is due to DHL from Zip Ship. Zip Ship never objected to these invoices and, although DHL has demanded that Zip Ship pay such amount, Zip Ship has failed and refused to pay. There is now past due, owing, and unpaid from Zip Ship to DHL the sum of at least \$244,283 in principal.

THIRD COUNTERCLAIM CAUSE OF ACTION
For Open Account

362. DHL realleges and incorporates by reference the allegations set forth in paragraphs 1 through 361 above.

363. DHL provided services to Gulf Coast and provided invoices to Gulf Coast reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Gulf Coast received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Gulf Coast by DHL.

364. DHL provided services to 10YJ and provided invoices to 10YJ reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that 10YJ received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to 10YJ by DHL.

365. DHL provided services to Advocate and provided invoices to Advocate reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Advocate received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Advocate by DHL.

366. DHL provided services to AEA and provided invoices to AEA reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that AEA received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to AEA by DHL.

367. DHL provided services to Air Express and provided invoices to Air Express reflecting the agreed upon price(s) for such services. To date, the subject invoices remain

unpaid, despite the fact that Air Express received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Air Express by DHL.

368. DHL provided services to ALG Alabama and provided invoices to ALG Alabama reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that ALG Alabama received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to ALG Alabama by DHL.

369. DHL provided services to ALG Atlanta East and provided invoices to ALG Atlanta East reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that ALG Atlanta East received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to ALG Atlanta East by DHL.

370. DHL provided services to ALG Atlanta Metro and provided invoices to ALG Atlanta Metro reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that ALG Atlanta Metro received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to ALG Atlanta Metro by DHL.

371. DHL provided services to AMR and provided invoices to AMR reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that AMR received the services and invoices without objection and the price(s) charged for

such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to AMR by DHL.

372. DHL provided services to B & B and provided invoices to B & B reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that B & B received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to B & B by DHL.

373. DHL provided services to Bayer & Bayer and provided invoices to Bayer & Bayer reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Bayer & Bayer received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Bayer & Bayer by DHL.

374. DHL provided services to BMJ and provided invoices to BMJ reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that BMJ received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to BMJ by DHL.

375. DHL provided services to Boundless and provided invoices to Boundless reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Boundless received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Boundless by DHL.

376. DHL provided services to Buehler and provided invoices to Buehler reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Buehler received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Buehler by DHL.

377. DHL provided services to Carnrock and provided invoices to Carnrock reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Carnrock received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Carnrock by DHL.

378. DHL provided services to Celcorp and provided invoices to Celcorp reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Celcorp received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Celcorp by DHL.

379. DHL provided services to Central Coast Logistics and provided invoices to Central Coast Logistics reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Central Coast Logistics received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Central Coast Logistics by DHL.

380. DHL provided services to Central Gulf Coast and provided invoices to Central Gulf Coast reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Central Gulf Coast received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Central Gulf Coast by DHL.

381. DHL provided services to Central Jersey and provided invoices to Central Jersey reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Central Jersey received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Central Jersey by DHL.

382. DHL provided services to CKR and provided invoices to CKR reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that CKR received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to CKR by DHL.

383. DHL provided services to Commerce and provided invoices to Commerce reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Commerce received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Commerce by DHL.

384. DHL provided services to Lexington Express and provided invoices to Lexington Express reflecting the agreed upon price(s) for such services. To date, the subject invoices

remain unpaid, despite the fact that Lexington Express received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Lexington Express by DHL.

385. DHL provided services to Mississippi Express and provided invoices to Mississippi Express reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Mississippi Express received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Mississippi Express by DHL.

386. DHL provided services to Kentucky Express and provided invoices to Kentucky Express reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Kentucky Express received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Kentucky Express by DHL.

387. DHL provided services to Complete Shipping and provided invoices to Complete Shipping reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Complete Shipping received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Complete Shipping by DHL.

388. DHL provided services to Craddock and provided invoices to Craddock reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Craddock received the services and invoices without objection and the price(s)

charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Craddock by DHL.

389. DHL provided services to Creative and provided invoices to Creative reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Creative received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Creative by DHL.

390. DHL provided services to Curry and provided invoices to Curry reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Curry received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Curry by DHL.

391. DHL provided services to Dabar and provided invoices to Dabar reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Dabar received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Dabar by DHL.

392. DHL provided services to Dandrea and provided invoices to Dandrea reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Dandrea received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Dandrea by DHL.

393. DHL provided services to Diamond and provided invoices to Diamond reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Diamond received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Diamond by DHL.

394. DHL provided services to DJB and provided invoices to DJB reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that DJB received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to DJB by DHL.

395. DHL provided services to DLS and provided invoices to DLS reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that DLS received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to DLS by DHL.

396. DHL provided services to DRC and provided invoices to DRC reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that DRC received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to DRC by DHL.

397. DHL provided services to Eagle's Wings and provided invoices to Eagle's Wings reflecting the agreed upon price(s) for such services. To date, the subject invoices remain

unpaid, despite the fact that Eagle's Wings received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Eagle's Wings by DHL.

398. DHL provided services to El Paso and provided invoices to El Paso reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that El Paso received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to El Paso by DHL.

399. DHL provided services to Essex and provided invoices to Essex reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Essex received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Essex by DHL.

400. DHL provided services to Express One and provided invoices to Express One reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Express One received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Express One by DHL.

401. DHL provided services to Express Shipments and provided invoices to Express Shipments reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Express Shipments received the services and invoices

without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Express Shipments by DHL.

402. DHL provided services to F & M and provided invoices to F & M reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that F & M received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to F & M by DHL.

403. DHL provided services to Fellowshippers and provided invoices to Fellowshippers reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Fellowshippers received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Fellowshippers by DHL.

404. DHL provided services to Freight Consultants and provided invoices to Freight Consultants reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Freight Consultants received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Freight Consultants by DHL.

405. DHL provided services to H.C. Ware and provided invoices to H.C. Ware reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that H.C. Ware received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to H.C. Ware by DHL.

406. DHL provided services to Iowa Discount and provided invoices to Iowa Discount reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Iowa Discount received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Iowa Discount by DHL.

407. DHL provided services to J & D and provided invoices to J & D reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that J & D received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to J & D by DHL.

408. DHL provided services to Jasper and provided invoices to Jasper reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Jasper received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Jasper by DHL.

409. DHL provided services to Chamberlain and provided invoices to Chamberlain reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Chamberlain received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Chamberlain by DHL.

410. DHL provided services to JBC and provided invoices to JBC reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that

JBC received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to JBC by DHL.

411. DHL provided services to JFS and provided invoices to JFS reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that JFS received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to JFS by DHL.

412. DHL provided services to JMcLExpress and provided invoices to JMcLExpress reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that JMcLExpress received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to JMcLExpress by DHL.

413. DHL provided services to JMK and provided invoices to JMK reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that JMK received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to JMK by DHL.

414. DHL provided services to Jubert and provided invoices to Jubert reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Jubert received the services and invoices without objection and the price(s) charged for

such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Jubert by DHL.

415. DHL provided services to K & R and provided invoices to K & R reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that K & R received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to K & R by DHL.

416. DHL provided services to Kasel and provided invoices to Kasel reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Kasel received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Kasel by DHL.

417. DHL provided services to KEBA and provided invoices to KEBA reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that KEBA received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to KEBA by DHL.

418. DHL provided services to Keyroc and provided invoices to Keyroc reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Keyroc received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Keyroc by DHL.

419. DHL provided services to Lake and provided invoices to Lake reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Lake received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Lake by DHL.

420. DHL provided services to Landshire and provided invoices to Landshire reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Landshire received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Landshire by DHL.

421. DHL provided services to LKO and provided invoices to LKO reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that LKO received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to LKO by DHL.

422. DHL provided services to Manatee and provided invoices to Manatee reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Manatee received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Manatee by DHL.

423. DHL provided services to MDC and provided invoices to MDC reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the

fact that MDC received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to MDC by DHL.

424. DHL provided services to Mercari and provided invoices to Mercari reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Mercari received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Mercari by DHL.

425. DHL provided services to Little and provided invoices to Little reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Little received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Little by DHL.

426. DHL provided services to Mid Atlantic and provided invoices to Mid Atlantic reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Mid Atlantic received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Mid Atlantic by DHL.

427. DHL provided services to Midway and provided invoices to Midway reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Midway received the services and invoices without objection and the price(s)

charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Midway by DHL.

428. DHL provided services to Mijo and provided invoices to Mijo reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Mijo received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Mijo by DHL.

429. DHL provided services to Mitchell & Dixon and provided invoices to Mitchell & Dixon reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Mitchell & Dixon received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Mitchell & Dixon by DHL.

430. DHL provided services to Montana Global and provided invoices to Montana Global reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Montana Global received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Montana Global by DHL.

431. DHL provided services to Morning Star and provided invoices to Morning Star reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Morning Star received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Morning Star by DHL.

432. DHL provided services to MT Shipping and provided invoices to MT Shipping reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that MT Shipping received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to MT Shipping by DHL.

433. DHL provided services to Mullen and provided invoices to Mullen reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Mullen received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Mullen by DHL.

434. DHL provided services to OK Shippers and provided invoices to OK Shippers reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that OK Shippers received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to OK Shippers by DHL.

435. DHL provided services to Performance Logistics and provided invoices to Performance Logistics reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Performance Logistics received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Performance Logistics by DHL.

436. DHL provided services to QSI and provided invoices to QSI reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that QSI received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to QSI by DHL.

437. DHL provided services to Rabbits and provided invoices to Rabbits reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Rabbits received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Rabbits by DHL.

438. DHL provided services to RAV and provided invoices to RAV reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that RAV received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to RAV by DHL.

439. DHL provided services to RedOak Shipping of Oakland and provided invoices to RedOak Shipping of Oakland reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that RedOak Shipping of Oakland received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to RedOak Shipping of Oakland by DHL.

440. DHL provided services to RedOak Shipping and provided invoices to RedOak Shipping reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that RedOak Shipping received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to RedOak Shipping by DHL.

441. DHL provided services to Reid Bros. and provided invoices to Reid Bros. reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Reid Bros. received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Reid Bros. by DHL.

442. DHL provided services to Roberts and provided invoices to Roberts reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Roberts received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Roberts by DHL.

443. DHL provided services to Rock Solid and provided invoices to Rock Solid reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Rock Solid received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Rock Solid by DHL.

444. DHL provided services to San Jose and provided invoices to San Jose reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite

the fact that San Jose received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to San Jose by DHL.

445. DHL provided services to Sankey and provided invoices to Sankey reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Sankey received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Sankey by DHL.

446. DHL provided services to Shipping Services Boise and provided invoices to Shipping Services Boise reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Shipping Services Boise received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Shipping Services Boise by DHL.

447. DHL provided services to Shipping Services Indiana and provided invoices to Shipping Services Indiana reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Shipping Services Indiana received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Shipping Services Indiana by DHL.

448. DHL provided services to Shipping Services Ohio and provided invoices to Shipping Services Ohio reflecting the agreed upon price(s) for such services. To date, the

subject invoices remain unpaid, despite the fact that Shipping Services Ohio received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Shipping Services Ohio by DHL.

449. DHL provided services to Ship4Less and provided invoices to Ship4Less reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Ship4Less received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Ship4Less by DHL.

450. DHL provided services to Southern Express and provided invoices to Southern Express reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Southern Express received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Southern Express by DHL.

451. DHL provided services to Southern Shipping and provided invoices to Southern Shipping reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Southern Shipping received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Southern Shipping by DHL.

452. DHL provided services to Spectrum and provided invoices to Spectrum reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Spectrum received the services and invoices without objection and the price(s)

charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Spectrum by DHL.

453. DHL provided services to Spirit and provided invoices to Spirit reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Spirit received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Spirit by DHL.

454. DHL provided services to SR Logistics and provided invoices to SR Logistics reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that SR Logistics received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to SR Logistics by DHL.

455. DHL provided services to Jones and provided invoices to Jones reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Jones received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Jones by DHL.

456. DHL provided services to Steed and provided invoices to Steed reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Steed received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Steed by DHL.

457. DHL provided services to Success and provided invoices to Success reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Success received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Success by DHL.

458. DHL provided services to Suncoast and provided invoices to Suncoast reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Suncoast received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Suncoast by DHL.

459. DHL provided services to Synergistics and provided invoices to Synergistics reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Synergistics received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Synergistics by DHL.

460. DHL provided services to Syracuse Shippers and provided invoices to Syracuse Shippers reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Syracuse Shippers received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Syracuse Shippers by DHL.

461. DHL provided services to Video Co. and provided invoices to Video Co. reflecting the agreed upon price(s) for such services. To date, the subject invoices remain

unpaid, despite the fact that Video Co. received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Video Co. by DHL.

462. DHL provided services to Transource and provided invoices to Transource reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Transource received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Transource by DHL.

463. DHL provided services to Transworld of Albany and provided invoices to Transworld of Albany reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Transworld of Albany received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Transworld of Albany by DHL.

464. DHL provided services to Transworld of Syracuse and provided invoices to Transworld of Syracuse reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Transworld of Syracuse received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Transworld of Syracuse by DHL.

465. DHL provided services to Transworld of Westchester and provided invoices to Transworld of Westchester reflecting the agreed upon price(s) for such services. To date, the

subject invoices remain unpaid, despite the fact that Transworld of Westchester received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Transworld of Westchester by DHL.

466. DHL provided services to TRB and provided invoices to TRB reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that TRB received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to TRB by DHL.

467. DHL provided services to United Shippers Association and provided invoices to United Shippers Association reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that United Shippers Association received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to United Shippers Association by DHL.

468. DHL provided services to United Shippers Northside and provided invoices to United Shippers Northside reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that United Shippers Northside received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to United Shippers Northside by DHL.

469. DHL provided services to United Shippers Suffolk and provided invoices to United Shippers Suffolk reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that United Shippers Suffolk received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to United Shippers Suffolk by DHL.

470. DHL provided services to United Shippers and provided invoices to United Shippers reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that United Shippers received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to United Shippers by DHL.

471. DHL provided services to Vermont Shipping and provided invoices to Vermont Shipping reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Vermont Shipping received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Vermont Shipping by DHL.

472. DHL provided services to WWS and provided invoices to WWS reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that WWS received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to WWS by DHL.

473. DHL provided services to Washington Partners and provided invoices to Washington Partners reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Washington Partners received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Washington Partners by DHL.

474. DHL provided services to Western Shipping and provided invoices to Western Shipping reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Western Shipping received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Western Shipping by DHL.

475. DHL provided services to Wolstad and provided invoices to Wolstad reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Wolstad received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Wolstad by DHL.

476. DHL provided services to Zip Ship and provided invoices to Zip Ship reflecting the agreed upon price(s) for such services. To date, the subject invoices remain unpaid, despite the fact that Zip Ship received the services and invoices without objection and the price(s) charged for such services were agreed upon by the parties and/or reflected the reasonable value of the services provided to Zip Ship by DHL.

FOURTH COUNTERCLAIM CAUSE OF ACTION
For Quantum Meruit

477. DHL realleges and incorporates by reference the allegations set forth in paragraphs 1 through 476 above.

478. DHL provided shipping services for Gulf Coast. Gulf Coast had knowledge of these shipping services and accepted them from DHL. To date Gulf Coast has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Gulf Coast to retain the benefit of these shipping services without paying for them.

479. DHL provided shipping services for 10YJ. 10YJ had knowledge of these shipping services and accepted them from DHL. To date 10YJ has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for 10YJ to retain the benefit of these shipping services without paying for them.

480. DHL provided shipping services for Advocate. Advocate had knowledge of these shipping services and accepted them from DHL. To date Advocate has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Advocate to retain the benefit of these shipping services without paying for them.

481. DHL provided shipping services for AEA. AEA had knowledge of these shipping services and accepted them from DHL. To date AEA has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It

would be inequitable for AEA to retain the benefit of these shipping services without paying for them.

482. DHL provided shipping services for Air Express. Air Express had knowledge of these shipping services and accepted them from DHL. To date Air Express has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Air Express to retain the benefit of these shipping services without paying for them.

483. DHL provided shipping services for ALG Alabama. ALG Alabama had knowledge of these shipping services and accepted them from DHL. To date ALG Alabama has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for ALG Alabama to retain the benefit of these shipping services without paying for them.

484. DHL provided shipping services for ALG Atlanta East. ALG Atlanta East had knowledge of these shipping services and accepted them from DHL. To date ALG Atlanta East has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for ALG Atlanta East to retain the benefit of these shipping services without paying for them.

485. DHL provided shipping services for ALG Atlanta Metro. ALG Atlanta Metro had knowledge of these shipping services and accepted them from DHL. To date ALG Atlanta Metro has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for ALG Atlanta Metro to retain the benefit of these shipping services without paying for them.

486. DHL provided shipping services for AMR. AMR had knowledge of these shipping services and accepted them from DHL. To date AMR has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for AMR to retain the benefit of these shipping services without paying for them.

487. DHL provided shipping services for B & B. B & B had knowledge of these shipping services and accepted them from DHL. To date B & B has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for B & B to retain the benefit of these shipping services without paying for them.

488. DHL provided shipping services for Bayer & Bayer. Bayer & Bayer had knowledge of these shipping services and accepted them from DHL. To date Bayer & Bayer has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Bayer & Bayer to retain the benefit of these shipping services without paying for them.

489. DHL provided shipping services for BMJ. BMJ had knowledge of these shipping services and accepted them from DHL. To date BMJ has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for BMJ to retain the benefit of these shipping services without paying for them.

490. DHL provided shipping services for Boundless. Boundless had knowledge of these shipping services and accepted them from DHL. To date Boundless has not paid for these

shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Boundless to retain the benefit of these shipping services without paying for them.

491. DHL provided shipping services for Buehler. Buehler had knowledge of these shipping services and accepted them from DHL. To date Buehler has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Buehler to retain the benefit of these shipping services without paying for them.

492. DHL provided shipping services for Carnrock. Carnrock had knowledge of these shipping services and accepted them from DHL. To date Carnrock has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Carnrock to retain the benefit of these shipping services without paying for them.

493. DHL provided shipping services for Celcorp. Celcorp had knowledge of these shipping services and accepted them from DHL. To date Celcorp has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Celcorp to retain the benefit of these shipping services without paying for them.

494. DHL provided shipping services for Central Coast Logistics. Central Coast Logistics had knowledge of these shipping services and accepted them from DHL. To date Central Coast Logistics has not paid for these shipping services. A reasonable person receiving

such shipping services would normally expect to pay for them. It would be inequitable for Central Coast Logistics to retain the benefit of these shipping services without paying for them.

495. DHL provided shipping services for Central Gulf Coast. Central Gulf Coast had knowledge of these shipping services and accepted them from DHL. To date Central Gulf Coast has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Central Gulf Coast to retain the benefit of these shipping services without paying for them.

496. DHL provided shipping services for Central Jersey. Central Jersey had knowledge of these shipping services and accepted them from DHL. To date Central Jersey has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Central Jersey to retain the benefit of these shipping services without paying for them.

497. DHL provided shipping services for CKR. CKR had knowledge of these shipping services and accepted them from DHL. To date CKR has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for CKR to retain the benefit of these shipping services without paying for them.

498. DHL provided shipping services for Commerce. Commerce had knowledge of these shipping services and accepted them from DHL. To date Commerce has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Commerce to retain the benefit of these shipping services without paying for them.

499. DHL provided shipping services for Lexington Express. Lexington Express had knowledge of these shipping services and accepted them from DHL. To date Lexington Express has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Lexington Express to retain the benefit of these shipping services without paying for them.

500. DHL provided shipping services for Mississippi Express. Mississippi Express had knowledge of these shipping services and accepted them from DHL. To date Mississippi Express has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Mississippi Express to retain the benefit of these shipping services without paying for them.

501. DHL provided shipping services for Kentucky Express. Kentucky Express had knowledge of these shipping services and accepted them from DHL. To date Kentucky Express has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Kentucky Express to retain the benefit of these shipping services without paying for them.

502. DHL provided shipping services for Complete Shipping. Complete Shipping had knowledge of these shipping services and accepted them from DHL. To date Complete Shipping has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Complete Shipping to retain the benefit of these shipping services without paying for them.

503. DHL provided shipping services for Cradduck. Cradduck had knowledge of these shipping services and accepted them from DHL. To date Cradduck has not paid for these

shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Craddock to retain the benefit of these shipping services without paying for them.

504. DHL provided shipping services for Creative. Creative had knowledge of these shipping services and accepted them from DHL. To date Creative has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Creative to retain the benefit of these shipping services without paying for them.

505. DHL provided shipping services for Curry. Curry had knowledge of these shipping services and accepted them from DHL. To date Curry has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Curry to retain the benefit of these shipping services without paying for them.

506. DHL provided shipping services for Dabar. Dabar had knowledge of these shipping services and accepted them from DHL. To date Dabar has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Dabar to retain the benefit of these shipping services without paying for them.

507. DHL provided shipping services for Dandrea. Dandrea had knowledge of these shipping services and accepted them from DHL. To date Dandrea has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect

to pay for them. It would be inequitable for Dandrea to retain the benefit of these shipping services without paying for them.

508. DHL provided shipping services for Diamond. Diamond had knowledge of these shipping services and accepted them from DHL. To date Diamond has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Diamond to retain the benefit of these shipping services without paying for them.

509. DHL provided shipping services for DJB. DJB had knowledge of these shipping services and accepted them from DHL. To date DJB has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for DJB to retain the benefit of these shipping services without paying for them.

510. DHL provided shipping services for DLS. DLS had knowledge of these shipping services and accepted them from DHL. To date DLS has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for DLS to retain the benefit of these shipping services without paying for them.

511. DHL provided shipping services for DRC. DRC had knowledge of these shipping services and accepted them from DHL. To date DRC has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for DRC to retain the benefit of these shipping services without paying for them.

512. DHL provided shipping services for Eagle's Wings. Eagle's Wings had knowledge of these shipping services and accepted them from DHL. To date Eagle's Wings has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Eagle's Wings to retain the benefit of these shipping services without paying for them.

513. DHL provided shipping services for El Paso. El Paso had knowledge of these shipping services and accepted them from DHL. To date El Paso has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for El Paso to retain the benefit of these shipping services without paying for them.

514. DHL provided shipping services for Essex. Essex had knowledge of these shipping services and accepted them from DHL. To date Essex has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Essex to retain the benefit of these shipping services without paying for them.

515. DHL provided shipping services for Express One. Express One had knowledge of these shipping services and accepted them from DHL. To date Express One has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Express One to retain the benefit of these shipping services without paying for them.

516. DHL provided shipping services for Express Shipments. Express Shipments had knowledge of these shipping services and accepted them from DHL. To date Express Shipments

has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Express Shipments to retain the benefit of these shipping services without paying for them.

517. DHL provided shipping services for F & M. F & M had knowledge of these shipping services and accepted them from DHL. To date F & M has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for F & M to retain the benefit of these shipping services without paying for them.

518. DHL provided shipping services for Fellowshippers. Fellowshippers had knowledge of these shipping services and accepted them from DHL. To date Fellowshippers has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Fellowshippers to retain the benefit of these shipping services without paying for them.

519. DHL provided shipping services for Freight Consultants. Freight Consultants had knowledge of these shipping services and accepted them from DHL. To date Freight Consultants has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Freight Consultants to retain the benefit of these shipping services without paying for them.

520. DHL provided shipping services for H.C. Ware. H.C. Ware had knowledge of these shipping services and accepted them from DHL. To date H.C. Ware has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect

to pay for them. It would be inequitable for H.C. Ware to retain the benefit of these shipping services without paying for them.

521. DHL provided shipping services for Iowa Discount. Iowa Discount had knowledge of these shipping services and accepted them from DHL. To date Iowa Discount has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Iowa Discount to retain the benefit of these shipping services without paying for them.

522. DHL provided shipping services for J & D. J & D had knowledge of these shipping services and accepted them from DHL. To date J & D has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for J & D to retain the benefit of these shipping services without paying for them.

523. DHL provided shipping services for Jasper. Jasper had knowledge of these shipping services and accepted them from DHL. To date Jasper has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Jasper to retain the benefit of these shipping services without paying for them.

524. DHL provided shipping services for Chamberlain. Chamberlain had knowledge of these shipping services and accepted them from DHL. To date Chamberlain has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Chamberlain to retain the benefit of these shipping services without paying for them.

525. DHL provided shipping services for JBC. JBC had knowledge of these shipping services and accepted them from DHL. To date JBC has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for JBC to retain the benefit of these shipping services without paying for them.

526. DHL provided shipping services for JFS. JFS had knowledge of these shipping services and accepted them from DHL. To date JFS has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for JFS to retain the benefit of these shipping services without paying for them.

527. DHL provided shipping services for JMcLEExpress. JMcLEExpress had knowledge of these shipping services and accepted them from DHL. To date JMcLEExpress has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for JMcLEExpress to retain the benefit of these shipping services without paying for them.

528. DHL provided shipping services for JMK. JMK had knowledge of these shipping services and accepted them from DHL. To date JMK has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for JMK to retain the benefit of these shipping services without paying for them.

529. DHL provided shipping services for Jubert. Jubert had knowledge of these shipping services and accepted them from DHL. To date Jubert has not paid for these shipping

services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Jubert to retain the benefit of these shipping services without paying for them.

530. DHL provided shipping services for K & R. K & R had knowledge of these shipping services and accepted them from DHL. To date K & R has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for K & R to retain the benefit of these shipping services without paying for them.

531. DHL provided shipping services for Kasel. Kasel had knowledge of these shipping services and accepted them from DHL. To date Kasel has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Kasel to retain the benefit of these shipping services without paying for them.

532. DHL provided shipping services for KEBA. KEBA had knowledge of these shipping services and accepted them from DHL. To date KEBA has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for KEBA to retain the benefit of these shipping services without paying for them.

533. DHL provided shipping services for Keyroc. Keyroc had knowledge of these shipping services and accepted them from DHL. To date Keyroc has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for

them. It would be inequitable for Keyroc to retain the benefit of these shipping services without paying for them.

534. DHL provided shipping services for Lake. Lake had knowledge of these shipping services and accepted them from DHL. To date Lake has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Lake to retain the benefit of these shipping services without paying for them.

535. DHL provided shipping services for Landshire. Landshire had knowledge of these shipping services and accepted them from DHL. To date Landshire has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Landshire to retain the benefit of these shipping services without paying for them.

536. DHL provided shipping services for LKO. LKO had knowledge of these shipping services and accepted them from DHL. To date LKO has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for LKO to retain the benefit of these shipping services without paying for them.

537. DHL provided shipping services for Manatee. Manatee had knowledge of these shipping services and accepted them from DHL. To date Manatee has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Manatee to retain the benefit of these shipping services without paying for them.

538. DHL provided shipping services for MDC. MDC had knowledge of these shipping services and accepted them from DHL. To date MDC has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for MDC to retain the benefit of these shipping services without paying for them.

539. DHL provided shipping services for Mercari. Mercari had knowledge of these shipping services and accepted them from DHL. To date Mercari has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Mercari to retain the benefit of these shipping services without paying for them.

540. DHL provided shipping services for Little. Little had knowledge of these shipping services and accepted them from DHL. To date Little has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Little to retain the benefit of these shipping services without paying for them.

541. DHL provided shipping services for Mid Atlantic. Mid Atlantic had knowledge of these shipping services and accepted them from DHL. To date Mid Atlantic has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Mid Atlantic to retain the benefit of these shipping services without paying for them.

542. DHL provided shipping services for Midway. Midway had knowledge of these shipping services and accepted them from DHL. To date Midway has not paid for these shipping

services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Midway to retain the benefit of these shipping services without paying for them.

543. DHL provided shipping services for Mijo. Mijo had knowledge of these shipping services and accepted them from DHL. To date Mijo has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Mijo to retain the benefit of these shipping services without paying for them.

544. DHL provided shipping services for Mitchell & Dixon. Mitchell & Dixon had knowledge of these shipping services and accepted them from DHL. To date Mitchell & Dixon has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Mitchell & Dixon to retain the benefit of these shipping services without paying for them.

545. DHL provided shipping services for Montana Global. Montana Global had knowledge of these shipping services and accepted them from DHL. To date Montana Global has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Montana Global to retain the benefit of these shipping services without paying for them.

546. DHL provided shipping services for Morning Star. Morning Star had knowledge of these shipping services and accepted them from DHL. To date Morning Star has not paid for these shipping services. A reasonable person receiving such shipping services would normally

expect to pay for them. It would be inequitable for Morning Star to retain the benefit of these shipping services without paying for them.

547. DHL provided shipping services for MT Shipping. MT Shipping had knowledge of these shipping services and accepted them from DHL. To date MT Shipping has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for MT Shipping to retain the benefit of these shipping services without paying for them.

548. DHL provided shipping services for Mullen. Mullen had knowledge of these shipping services and accepted them from DHL. To date Mullen has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Mullen to retain the benefit of these shipping services without paying for them.

549. DHL provided shipping services for OK Shippers. OK Shippers had knowledge of these shipping services and accepted them from DHL. To date OK Shippers has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for OK Shippers to retain the benefit of these shipping services without paying for them.

550. DHL provided shipping services for Performance Logistics. Performance Logistics had knowledge of these shipping services and accepted them from DHL. To date Performance Logistics has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Performance Logistics to retain the benefit of these shipping services without paying for them.

551. DHL provided shipping services for QSI. QSI had knowledge of these shipping services and accepted them from DHL. To date QSI has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for QSI to retain the benefit of these shipping services without paying for them.

552. DHL provided shipping services for Rabbits. Rabbits had knowledge of these shipping services and accepted them from DHL. To date Rabbits has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Rabbits to retain the benefit of these shipping services without paying for them.

553. DHL provided shipping services for RAV. RAV had knowledge of these shipping services and accepted them from DHL. To date RAV has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for RAV to retain the benefit of these shipping services without paying for them.

554. DHL provided shipping services for RedOak Shipping of Oakland. RedOak Shipping of Oakland had knowledge of these shipping services and accepted them from DHL. To date RedOak Shipping of Oakland has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for RedOak Shipping of Oakland to retain the benefit of these shipping services without paying for them.

555. DHL provided shipping services for RedOak Shipping. RedOak Shipping had knowledge of these shipping services and accepted them from DHL. To date RedOak Shipping has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for RedOak Shipping to retain the benefit of these shipping services without paying for them.

556. DHL provided shipping services for Reid Bros.. Reid Bros. had knowledge of these shipping services and accepted them from DHL. To date Reid Bros. has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Reid Bros. to retain the benefit of these shipping services without paying for them.

557. DHL provided shipping services for Roberts. Roberts had knowledge of these shipping services and accepted them from DHL. To date Roberts has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Roberts to retain the benefit of these shipping services without paying for them.

558. DHL provided shipping services for Rock Solid. Rock Solid had knowledge of these shipping services and accepted them from DHL. To date Rock Solid has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Rock Solid to retain the benefit of these shipping services without paying for them.

559. DHL provided shipping services for San Jose. San Jose had knowledge of these shipping services and accepted them from DHL. To date San Jose has not paid for these

shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for San Jose to retain the benefit of these shipping services without paying for them.

560. DHL provided shipping services for Sankey. Sankey had knowledge of these shipping services and accepted them from DHL. To date Sankey has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Sankey to retain the benefit of these shipping services without paying for them.

561. DHL provided shipping services for Shipping Services Boise. Shipping Services Boise had knowledge of these shipping services and accepted them from DHL. To date Shipping Services Boise has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Shipping Services Boise to retain the benefit of these shipping services without paying for them.

562. DHL provided shipping services for Shipping Services Indiana. Shipping Services Indiana had knowledge of these shipping services and accepted them from DHL. To date Shipping Services Indiana has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Shipping Services Indiana to retain the benefit of these shipping services without paying for them.

563. DHL provided shipping services for Shipping Services Ohio. Shipping Services Ohio had knowledge of these shipping services and accepted them from DHL. To date Shipping Services Ohio has not paid for these shipping services. A reasonable person receiving such

shipping services would normally expect to pay for them. It would be inequitable for Shipping Services Ohio to retain the benefit of these shipping services without paying for them.

564. DHL provided shipping services for Ship4Less. Ship4Less had knowledge of these shipping services and accepted them from DHL. To date Ship4Less has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Ship4Less to retain the benefit of these shipping services without paying for them.

565. DHL provided shipping services for Southern Express. Southern Express had knowledge of these shipping services and accepted them from DHL. To date Southern Express has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Southern Express to retain the benefit of these shipping services without paying for them.

566. DHL provided shipping services for Southern Shipping. Southern Shipping had knowledge of these shipping services and accepted them from DHL. To date Southern Shipping has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Southern Shipping to retain the benefit of these shipping services without paying for them.

567. DHL provided shipping services for Spectrum. Spectrum had knowledge of these shipping services and accepted them from DHL. To date Spectrum has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Spectrum to retain the benefit of these shipping services without paying for them.

568. DHL provided shipping services for Spirit. Spirit had knowledge of these shipping services and accepted them from DHL. To date Spirit has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Spirit to retain the benefit of these shipping services without paying for them.

569. DHL provided shipping services for SR Logistics. SR Logistics had knowledge of these shipping services and accepted them from DHL. To date SR Logistics has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for SR Logistics to retain the benefit of these shipping services without paying for them.

570. DHL provided shipping services for Jones. Jones had knowledge of these shipping services and accepted them from DHL. To date Jones has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Jones to retain the benefit of these shipping services without paying for them.

571. DHL provided shipping services for Steed. Steed had knowledge of these shipping services and accepted them from DHL. To date Steed has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Steed to retain the benefit of these shipping services without paying for them.

572. DHL provided shipping services for Success. Success had knowledge of these shipping services and accepted them from DHL. To date Success has not paid for these shipping

services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Success to retain the benefit of these shipping services without paying for them.

573. DHL provided shipping services for Suncoast. Suncoast had knowledge of these shipping services and accepted them from DHL. To date Suncoast has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Suncoast to retain the benefit of these shipping services without paying for them.

574. DHL provided shipping services for Synergistics. Synergistics had knowledge of these shipping services and accepted them from DHL. To date Synergistics has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Synergistics to retain the benefit of these shipping services without paying for them.

575. DHL provided shipping services for Syracuse Shippers. Syracuse Shippers had knowledge of these shipping services and accepted them from DHL. To date Syracuse Shippers has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Syracuse Shippers to retain the benefit of these shipping services without paying for them.

576. DHL provided shipping services for Video Co.. Video Co. had knowledge of these shipping services and accepted them from DHL. To date Video Co. has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect

to pay for them. It would be inequitable for Video Co. to retain the benefit of these shipping services without paying for them.

577. DHL provided shipping services for Transource. Transource had knowledge of these shipping services and accepted them from DHL. To date Transource has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Transource to retain the benefit of these shipping services without paying for them.

578. DHL provided shipping services for Transworld of Albany. Transworld of Albany had knowledge of these shipping services and accepted them from DHL. To date Transworld of Albany has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Transworld of Albany to retain the benefit of these shipping services without paying for them.

579. DHL provided shipping services for Transworld of Syracuse. Transworld of Syracuse had knowledge of these shipping services and accepted them from DHL. To date Transworld of Syracuse has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Transworld of Syracuse to retain the benefit of these shipping services without paying for them.

580. DHL provided shipping services for Transworld of Westchester. Transworld of Westchester had knowledge of these shipping services and accepted them from DHL. To date Transworld of Westchester has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable

for Transworld of Westchester to retain the benefit of these shipping services without paying for them.

581. DHL provided shipping services for TRB. TRB had knowledge of these shipping services and accepted them from DHL. To date TRB has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for TRB to retain the benefit of these shipping services without paying for them.

582. DHL provided shipping services for United Shippers Association. United Shippers Association had knowledge of these shipping services and accepted them from DHL. To date United Shippers Association has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for United Shippers Association to retain the benefit of these shipping services without paying for them.

583. DHL provided shipping services for United Shippers Northside. United Shippers Northside had knowledge of these shipping services and accepted them from DHL. To date United Shippers Northside has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for United Shippers Northside to retain the benefit of these shipping services without paying for them.

584. DHL provided shipping services for United Shippers Suffolk. United Shippers Suffolk had knowledge of these shipping services and accepted them from DHL. To date United Shippers Suffolk has not paid for these shipping services. A reasonable person receiving such

shipping services would normally expect to pay for them. It would be inequitable for United Shippers Suffolk to retain the benefit of these shipping services without paying for them.

585. DHL provided shipping services for United Shippers. United Shippers had knowledge of these shipping services and accepted them from DHL. To date United Shippers has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for United Shippers to retain the benefit of these shipping services without paying for them.

586. DHL provided shipping services for Vermont Shipping. Vermont Shipping had knowledge of these shipping services and accepted them from DHL. To date Vermont Shipping has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Vermont Shipping to retain the benefit of these shipping services without paying for them.

587. DHL provided shipping services for WWS. WWS had knowledge of these shipping services and accepted them from DHL. To date WWS has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for WWS to retain the benefit of these shipping services without paying for them.

588. DHL provided shipping services for Washington Partners. Washington Partners had knowledge of these shipping services and accepted them from DHL. To date Washington Partners has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Washington Partners to retain the benefit of these shipping services without paying for them.

589. DHL provided shipping services for Western Shipping. Western Shipping had knowledge of these shipping services and accepted them from DHL. To date Western Shipping has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Western Shipping to retain the benefit of these shipping services without paying for them.

590. DHL provided shipping services for Wolstad. Wolstad had knowledge of these shipping services and accepted them from DHL. To date Wolstad has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Wolstad to retain the benefit of these shipping services without paying for them.

591. DHL provided shipping services for Zip Ship. Zip Ship had knowledge of these shipping services and accepted them from DHL. To date Zip Ship has not paid for these shipping services. A reasonable person receiving such shipping services would normally expect to pay for them. It would be inequitable for Zip Ship to retain the benefit of these shipping services without paying for them.

PRAYER

1. WHEREFORE, DHL respectfully prays that this Court enter judgment for DHL and against Defaulting Plaintiffs as follows:

2. As to the First Counterclaim Cause of Action, against Defaulting Plaintiffs for money damages of an amount to be proven at trial, plus prejudgment and post judgment interest, costs, and attorneys' fees, as provided under contract or applicable law;

3. As to the Second Counterclaim Cause of Action, against Defaulting Plaintiffs for money damages of an amount to be proven at trial, plus prejudgment and post judgment interest, costs, and attorneys' fees, as provided under contract or applicable law;

4. As to the Third Counterclaim Cause of Action, against Defaulting Plaintiffs for money damages of an amount to be proven at trial, plus prejudgment and post judgment interest, costs, and attorneys' fees, as provided under contract or applicable law;

5. As to the Fourth Counterclaim Cause of Action, against Defaulting Plaintiffs for money damages of an amount to be proven at trial, plus prejudgment and post judgment interest, costs, and attorneys' fees, as provided under contract or applicable law;

6. For such other and further relief to DHL as the Court may deem just and proper.

DATED this 30th day of July, 2010.

/s/ Blaine J. Benard

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